

**Project Manual
Volume 1 of 1**

56 Nichols Street Demolition Project

Gardner, Massachusetts

December 2016

Bid Documents

**City of Gardner
95 Pleasant Street
Gardner, MA 01440**

DIVISION 00

**INTRODUCTORY
INFORMATION**

CITY OF GARDNER
DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING

REQUEST FOR QUOTES

The Gardner Department of Community Development and Planning (DCDP), is soliciting written quotes for the asbestos abatement and demolition of the building located at 56 Nichols Street in Gardner, MA. Written quotes will be received at the office of the Purchasing Agent, 95 Pleasant Street, Room 217, Gardner, MA 01440, until 2:00 p.m., December 22, 2016, at which time and place said quotes shall be publicly read. Quotes should be clearly marked:

56 NICHOLS STREET
QUOTE #2017-121 FOR DEMOLITION

The project includes furnishing all labor, equipment and materials required to perform the 56 Nichols Street Demolition Project which is located at 56 Nichols Street, in Gardner Massachusetts. The project includes, but is not limited to, demolition of site structures and incidental items as set forth in the specifications.

Complete project information, specifications and quote forms may be obtained at the Purchasing office beginning December 7, 2016 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Thursday and between 8:00 a.m. and 1:00 p.m. Friday. A \$50 document deposit, in the form of a business check payable to the City of Gardner, is required for the specifications. Such deposit shall be refunded to bidders who return specifications, in usable condition, within ten (10) days following the reading of quotes. Bidders requesting mailed document sets must provide a non-refundable \$30 mailing fee in the form of a separate check payable to the City of Gardner. **Specifications are available electronically at no charge. Visit www.gardner-ma.gov for more details.** A pre-bid conference will be held at 10:00 AM on Tuesday, December 13, 2016, on site.

Minimum Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, and federal Davis-Bacon wage decisions apply to this project. It is the responsibility of the contractor, before quote submission, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Bidders are required to comply with the greater of federal Davis-Bacon wage decisions or state minimum wage schedules as established by the Commissioner of Department of Labor and Workforce Development.

A payment bond for 50% of the total contract price, issued by a satisfactory surety company shall be required by the successful bidder.

The City of Gardner reserves the right to reject any and all quotes, to accept quotes deemed to be in the best interest of the City, and to waive any informalities or irregularities in the quotes received. Quotes may not be withdrawn within 30 days of the quote submission.

CITY OF GARDNER
Dept. of Community Development and Planning
By: Jennifer Dymek, Purchasing Director

CITY OF GARDNER

INFORMATION FOR BIDDERS

1 Project Site

The Project is the 56 Nichols Street Demolition Project, located in the City of Gardner, Worcester County, Massachusetts.

2 Inspection of Site

By submitting a quote, the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground; the immediate and adjacent environs; access and egress; local ordinances, policies and regulations; and the identification of any discrepancies in the contract documents affecting the contract bid price, all as a result of a pre-bid visit and careful review of the bid documents.

Any failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing all work in accordance with the Contract Documents without additional cost to the City of Gardner (hereinafter Owner, or City, or Awarding Authority).

The City assumes no responsibility for any conclusions or interpretations made by the Contractor based upon the information made available by the City.

3 Prequalification Statements

In accordance with the City of Gardner's requirements, prospective bidders must complete and submit a Qualification Statement for this project. Qualification forms are included in Section 00410.

4. Bid Deposit

~~All proposals must be accompanied by a bid deposit in the amount of five percent (5%) of the value of the bid, and shall be in the form of a bid bond, or a certified or cashier's check issued by a responsible bank or trust company, payable to the City of Gardner, in the name of which the Contract for work is executed. Bid bonds shall be (a) in a form satisfactory to the City, (b) with a surety company qualified to do business in the Commonwealth and satisfactory to the City, and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit must be enclosed in the same envelope with the proposal.~~

~~Bid deposits will be returned to respective bidders within five (5) working days after proposals are opened; except those of the three (3) lowest responsible and eligible general bidders, which the City will hold until the successful bidder has executed the Contract. Thereafter, all remaining deposits, including that of the successful bidder, will be returned upon the expiration of the time prescribed for making an award. See applicable provisions of MGL c. 30 § 39M, and/or MGL c. 149 § 44B, which may apply.~~

5 Award of Contract

The Notice of Award of a Contract, after approval by the awarding authority, shall be within thirty (30) days, Saturdays, Sundays and legal holidays excluded, and shall be in written form signed by the Department of Community Development and Planning Assistant Director or the Director of Purchasing. The notice shall bind the successful bidder to execute the Contract and furnish the 50% Payment bond, and be responsible for liquidated damages provided in the General Conditions. The rights and obligations provided by the Contract shall become effective and binding upon the parties only upon formal execution. See applicable provisions of MGL c. 149 § 44A-H, and/or MGL c. 149 § 29, which may apply.

6. Time for Executing Contract and Liquidated Damages for Failure to Execute

~~The successful bidder shall execute and deliver to the Owner of the Contract, and all required Bonds and insurance certifications, within ten (10) days of receipt of Notice of Award. Failure or refusal of the successful bidder to execute and deliver the Contract and Bonds required within ten (10) days shall result in forfeiture of the bid deposit to the City as liquidated damages for such failure or refusal. The bid deposit shall become the property of the City for liquidated damages provided the amount of bid deposit does not exceed the difference between bid price and bid price of next lowest responsible bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general bidder, in the opinion of the City, said bid deposit shall be returned to such bidder.~~

7 Prices

In the event of discrepancy between the prices quoted in the proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools and other facilities, and the performance of all labor services necessary or proper for the completion of the work, including all delivery and/or freight costs FOB work site.

8. Sales Tax Exemption

The City of Gardner is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. All purchases of supplies and materials in relation to the project are therefore exempt. This should be considered when forming contract prices. The City of Gardner Tax Exempt Number is E-046-001-389.

9. All Contracts Subject to Appropriation

The execution of a Contract is subject to adequate financial appropriation for the Project as advertised. The lack of adequate financial appropriation by the City, or granting agency, for the Project shall constitute grounds to reject all bids, or those bids which exceed the financial limitations imposed by the City.

10. Changes in Quantities of Work

- A. Site Conditions – MGL c. 30, § 39N is incorporated herein and made a part of this Contract to the extent required by law.
- B. Quantities – The City reserves the right to modify the scope of work including, but not limited to, estimated quantities, provided that the total price for all such modifications does not exceed 25% of the total Contract price, or as otherwise required by law.

The Contract shall be awarded to the lowest eligible and responsible bidder. The lowest bidder shall be the bidder with the lowest base bid plus a total of the alternates, if included in the project, selected by the City in the order presented.

11. Addenda

If it becomes necessary to revise any part of this Invitation to Bid or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all bidders who have requested the bid documents. No addenda will be issued within the immediate three (3) business days prior to the bidding deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addenda on their quote submission.

12. Questions During Bidding Period

Any questions during the bidding period as to the interpretation of the Invitation to Bid, form of proposal, form of Contract, plans, specifications or form of performance and payment bonds, must be received by the City not less than five (5) days prior to the date set for receipt of bids. Written inquires should be directed to: The Department of Purchasing and Civil Enforcement, 95 Pleasant Street, Room 217, Gardner, MA 01440. Attn: Jennifer Dymek, Director.

The City will forward, via certified mail, return receipt requested, or via confirmed facsimile, to all prospective bidders at the address given by them, interpretations of all questions raised in accordance with this section, which in the City's opinion, require such interpretation. The City's response shall be issued not less than two days prior to the date set for receipt of bids. Oral representations shall not bind the City.

13. Competence

No Contract shall be awarded except to responsible, established bidders capable of performing the class of work contemplated. Before the awarding of the Contract, any bidder may be required to show that it has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated. The bidder may be required to furnish the City with statements as to its experience and financial status. The bidder agrees upon request of the City to furnish in confidence such information as will enable it to judge the financial responsibility of the bidder and any listed subcontractors.

SECTION 00410

QUOTE FORM

PROJECT IDENTIFICATION:

Residential Demolition Project
56 Nichols Street
Gardner, Massachusetts

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 – BID RECIPIENT

This Quote is submitted to:

Department of Purchasing and Civil Enforcement
95 Pleasant Street – Room 217
Gardner, MA 01440

- 1.1 The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.1 The Quote will remain subject to acceptance for 30 days after the quotes are due, or for such longer period of time that Bidder may agree to in writing upon request of the City.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.1 In submitting this Quote, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda, if any.
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has carefully studied all: reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) and reports and drawings of a Hazardous Environmental Condition, if any, which has been identified.
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Utilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given Engineer, or City’s Representative, written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer, or City’s Representative, is acceptable to Bidder.

- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Quote is submitted.
- K. The Bidding Documents include work associated with asbestos abatement and building demolition as described below:
 - 1. Removal and lawful disposal of all asbestos material from and demolition of the Building located at 56 Nichols Street, Gardner, MA and other incidental work indicated herein.
 - a. Under the lump sum price for this item, the Contractor shall be compensated for the removal and lawful disposal of inventoried asbestos and demolition of the Building located at 56 Nichols Street, Gardner, MA

ARTICLE 4 – BIDDER’S CERTIFICATION

- 4.1 Bidder certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United State Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, and that Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 149, Section 44A;
- 4.2 Bidder certifies that under the penalties of perjury, to the best of Bidder’s knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law;
- 4.3 Bidder certifies that, under the penalties of perjury, this Quote is an all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the work “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 4.4 Bidder agrees that, if this Quote is accepted, Bidder will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute an Agreement in accordance with the terms of this Quote and furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the City in the sum of 50% of the Contract Price, the premiums for which are to be paid by the Bidder and are included in the Contract Price.

ARTICLE 5 – BASIS OF QUOTE

5.1 Bidder proposed to furnish all labor and materials required for the demolition of 56 Nichols Street, Gardner, MA in accordance with the accompanying Bidding Documents prepared by the City of Gardner, for the Contract Price specified below, subject to additions and deductions according to the terms of the bidding documents.

5.2 This Quote includes Addenda numbered _____, _____, _____.

5.3 The Total Proposed Contract Price (Bid Items 1, 2 and 3) is:

_____ dollars

(words)

(\$ _____)

(figures)

5.4 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICES WRITTEN IN WORDS & FIGURES	AMOUNT OF ITEM DOLLARS CENTS
1	Lump Sum	Demolition of 56 Nichols Street, for the lump sum price of: _____	\$ _____
		(\$ _____) LS	
2	Lump Sum	Cut and Cap utility lines For the lump sum price of: _____	\$ _____
		(\$ _____) LS	
3	Lump Sum	Loam and seed site for the lump sum price of: _____	\$ _____
		(\$ _____) LS	

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with the Contact Agreement and the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages (if applicable) in the event of failure to complete the Work within the times as stated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS QUOTE

The following documents are attached to and made a condition of this Quote:

- 7.1 City of Gardner “Qualification Statement”.

ARTICLE 8 – QUOTE SUBMITTAL

- 8.1 The quote is submitted by:

Date _____

 (Print Name of Firm Submitting a General Bid)

 (Signature of Authorized Representative) _____
 (Print Name and Title of Person Signing Bid)

 (Business Address) Phone #: _____

 (City, State and Zip Code) Fax #: _____

Social Security Number or Federal Identification Number: _____

IF BIDDER is:

An Individual

By: _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Partnership

By: _____

(Firm's Name)

By: _____

(Partner's Signature)

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Corporation

By: _____
(Corporation's Name)

(State of Incorporation)

By: _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest: _____
(Secretary)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Joint Venture

By: _____
(Signatruue)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

By: _____
(Signatruue)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

CITY OF GARDNER

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties of

perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

By: _____
Name

Title

Date

CITY OF GARDNER

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing Proposal)

(Printed Name)

(Title)

(Name of Business)

(Date)

CITY OF GARDNER
“QUALIFICATION STATEMENT”

Submit this form with your quote. Answer all questions. Responses must be clear and comprehensive. If necessary, attach separate sheets for answers. The party who will submit the quote for the firm must sign this form. This statement must be notarized. Bidders may submit additional supporting information if they desire.

1. Name of Bidder.

2. Location of permanent main office.

3. When was the firm organized?

4. How many years have you been engaged in the contracting business under your present firm or trade name?

5. Describe the general character of work performed by your company.

6. List the contracts your firm has on hand stating for each contract: name and address of the client and name of the person supervision for the client; contract value; the start and stop dates.

7. List at least three (3) similar contracts recently completed by your firm, stating for each contract: name and address of client and name of person supervision for client; contract value; and the month and year completed.

8. Have you ever failed to complete any contract awarded to you? Yes No
If so, explain where and why.

9. Have you ever defaulted on a contract: Yes No
If so, explain where and why.

10. Describe your experience in construction work similar in nature and scope to this project.

11. Describe the background and experience of the principal members of your organization, including the officers.

12. Identify the employee who will be responsible for managing this project.

13. List the major equipment your firm has available for this contract.

14. Credit available:

15. Provide a bank reference (name and address of institution, name of supervising person for the bank)

16. Will you provide a detailed financial statement and furnish such other information as the City of Gardner may reasonably request?

Yes No

The undersigned certifies under the law of perjury that the information provided in this Qualification Statement is true, complete and correct. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Gardner to verify the information provided in this Qualification Statement.

By: _____

Date: _____

Type or print name and title: _____

COMMONWEALTH / STATE OF _____

_____ County, SS.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identity, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that (he) (she) signed it voluntarily and for its stated purpose.

Notary Public

My Commission Expires:

AGREEMENT

BY AND BETWEEN

THE CITY OF GARDNER

AND

CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 2016, by and between the City of Gardner, a municipal corporation located at 95 Pleasant Street, Gardner, MA 01440, hereinafter call the "City", and _____, located at _____, hereinafter called the "Contractor",

WITNESSETH, that the City and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall furnish all labor, tools, equipment and materials necessary to perform the Work required under the terms and conditions of the Contract Documents for the 56 Nichols Street Demolition Project.

Article 2. TIME OF COMPLETION:

The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the City and shall bring the work to Substantial Completion within 60 calendar days of said date. Damages for delays in the performance of the Work shall be as specified within the General Conditions of the Contract Documents.

Article 3. THE CONTRACT SUM:

The City shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s), the Contract Sum of \$_____.

Article 4. THE CONTRACT DOCUMENTS:

The following, together with this Agreement, form the Contract Documents and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; Modifications issued after execution of the Contract; and other documents enumerated under Section 2.6 of the General Conditions.

Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

Article 5. ALTERNATES:

The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement:

<u>Alternate No(s)</u>	<u>Written Amount</u>	<u>Dollar Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

By signing this Agreement, the Contractor certifies under the penalties of perjury that it has complied with all laws of the Commonwealth relating to taxes.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written:

CONTRACTOR

CITY OF GARDNER

By: _____

By: _____
Mark P. Hawke, Mayor

APPROVED AS TO FORM:

Certified as to the availability of funds in the amount of \$_____ and the authority of the Mayor to sign on behalf of the City:

By: _____
John Flick, City Solicitor

By: _____
John Richard, City Auditor

By: _____
Jennifer Dymek, Purchasing Agent

(If a corporation, attach to each signed Contract a notarized copy of the corporate vote authorizing the signatory to sign this Contract, and the executed tax attestation.)

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GENERAL CONDITIONS

1. Funding Source

The project to be constructed and pursuant to this Contract shall be financed with assistance from the Massachusetts Community Development Block Grant Program and is subject to all applicable federal, state and local regulations. Compliance with related regulations attached as Assurance of Compliance (Section 3) and HUD Form 4010 shall be required of the Contractor.

2. Definitions

- 2.1 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 2.2 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 2.3 Bidder - Any person, firm or corporation submitting a Bid for the Work.
- 2.4 Bonds - Bid, Performance and Payment Bonds, and other instruments of security, furnished by the Contractor and/or its Surety, in accordance with the Contract Documents.
- 2.5 Change Order - A written order to the Contractor executed by both parties authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 2.6 Contract Documents - The Contract, including Advertisement for Bids, Agreement, Information to Bidders, Bid, Bid Bond, Form for General Bid, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, written Change Orders, Plans, Specifications and Addenda.
- 2.7 Contract Price - The total moneys payable to the Contractor under the terms of conditions of the Contract Documents.
- 2.8 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 2.9 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.
- 2.10 Drawings - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

- 2.11 Engineer - The individual or firm authorized by the Owner to prepare and review the technical specifications and drawings which the Contractor shall follow in performing the Work.
- 2.12 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price, or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 2.13 Notice of Award - The written notice from the Owner to the successful Bidder of acceptance of the Bid.
- 2.14 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing it to proceed with the Work and establishing a date of commencement and completion of the Work.
- 2.15 Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual with whom the Contractor has executed the Agreement, and for whom the Work is to be performed,
- 2.16 Plans - The Contract Drawings, or exact reproductions thereof, which show the scope, character, dimensions and details of the Work, and which have been prepared or approved by the Engineer.
- 2.17 Project - The undertaking to be performed as provided in the Contract Documents.
- 2.18 Project Representative - The duly authorized representative of the Owner.
- 2.19 Resident Project Engineer - The representative of the Owner who is assigned to the Project site or any part thereof and reports to Project Representative. Resident Project Engineer shall have no authority to bind the Owner to expend funds in excess of appropriated funds, or to modify the specifications, or to suspend or terminate the work.
- 2.20 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 2.21 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 2.22 Special Conditions or Provisions - Revisions or additions to the General Conditions, Supplemental General Conditions or Specifications applicable to an individual project.

- 2.23 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part or whole of the Work at the site.
- 2.24 Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 2.25 Supplemental General Conditions - Additions or modifications to these General Conditions supplying detailed information required for the project documents.
- 2.26 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 2.27 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

3. Contract Plans and Specifications

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

4. Additional Instructions and Detail Drawings

The Owner may in its discretion provide the Contractor with additional instructions and detail drawings as necessary to carry out the work included in the contract, and the Contractor shall carry out the work in accordance with the same. The Contractor shall prepare for approval by the Engineer: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

5. Shop or Setting Drawings

The Contractor shall submit promptly to the Engineer three (3) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make

such corrections to the drawings as have been indicated and shall furnish the Engineer with three (3) corrected copies. The Contractor shall furnish additional copies as requested by the Engineer. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless Contractor notifies the Engineer in writing of any deviations at the time such drawings are furnished.

6. Materials, Services and Facilities

- 6.1 Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Prior to installation, the Contractor shall furnish to the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required.
- 6.3 Materials specified by reference to the number or symbol of a specific standard (such as A.S.T.M. Standard, a Federal Specification or other similar standard), shall comply with requirements of the most recent revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as may be modified by the Contract Documents, shall have full force and effect as though printed therein.
- 6.4 When requested by the Engineer, the Contractor shall submit Certificates of Compliance from the manufacturer, certifying that the equipment materials comply with the requirements of the specifications or standards. Such certification shall be in the following form:

(sample - on manufacturer's letterhead)
CERTIFICATE OF COMPLIANCE
- (manufactured or fabricated materials) -

Date: _____, 20__

This certifies that _____
(description, kind of material, Model No., etc.)

Furnished to _____
(name of contractor, general or sub)

For use on _____
(project name)

In the amount of _____

Identified by _____
(quantity represented)

Shipped on _____, 20____, Delivered on _____, 20____

Shipped via _____
(method of shipment, Car No., Truck No.)

Meets the requirements of the pertinent project plans, special conditions and specifications of the subject project in all respects. Processing, product testing and inspection control of raw material are in conformance with all applicable specifications, drawings and/or standards of all articles furnished.

All records and documents pertinent to this Certificate and not submitted herewith shall be maintained available by the undersigned for a period of not less than three years from the date of the Certificate.

(name of manufacturer)

By: _____
(name and title of authorized signatory)

6.5 Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

7. **Contractor's Title to Materials**

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

The Contractor shall obtain all necessary rights and licenses to allow the Owner to use the goods and services provided by this Agreement in full compliance with any and all copyright, patent rights or licenses, without requiring additional payment by the Owner.

8. **Title to Work**

The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner.

9. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to inspection and testing by the Owner, or its designee, in accordance with accepted standards to establish conformance with specifications and suitability for uses intended. Nevertheless, said inspection and/or testing, or a lack thereof, shall not relieve the Contractor of its obligations under the terms and conditions of the Contract Documents.

10. Express Warranty

The Contractor guarantees to Owner that all materials incorporated into the work shall be new unless otherwise specified or agreed by the Parties. Contractor also guarantees that all work shall be done in a workmanlike manner, free from defects, and in conformance with any and all specifications contained in the Contract Documents.

The work performed by the Contractor shall conform to the high professional standard of care and practice customarily expected of those engaged in performing comparable work, the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Maintenance and Guarantee

The Contractor guarantees that all work performed under this contract shall meet fully all requirements thereof as to quality of workmanship and of materials. The Contractor hereby agrees to make at its own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found by the Owner to be deficient with the respect to any provisions of the specifications. The Contractor shall hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the owner for the full cost thereof.

12. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's prior written approval.

Notwithstanding any provision to the contrary, the requirements of MGL c. 30, sec. 39M(a) are hereby incorporated and made a part of this Agreement.

13. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner shall furnish to the Contractor all surveys necessary for the execution of the work. The Owner, however, does not warrant or guarantee the accuracy or completeness of said surveys.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract, and shall comply with the provisions of 24 CFR 85.36(h)(1)-(3) and Massachusetts General Laws with respect to bonding and other insurance requirements.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

14. Contractor's Obligations

The Contractor shall, in good and workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, as are necessary and/or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as may be given from time to time during the progress of the work. Contractor shall furnish, erect, maintain and remove such facilities, equipment, material and temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall perform, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.

15. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer with the Owner's approval shall direct, the Contractor shall, and shall cause its subcontractors to, protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect such work, said materials shall be removed and replaced at the expense of the Contractor.

16. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract, and shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor is allowed to act, without previous instructions from the Engineer, in a diligent manner to prevent said loss or injury. Contractor shall immediately notify the Engineer and Owner in writing thereafter, and shall promptly submit any resulting claim for extra work to the Engineer.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening loss or injury to persons or property, or damage to the work or any adjoining property, it shall act as instructed or authorized by the Engineer.

The amount of extra payment claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 20 below.

17. Inspection

The authorized representatives and agents of the Owner, the Commonwealth, including but not limited to its Department of Housing and Community Development (DHCD), and the federal Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

18. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records shall be retained by the Contractor for a period of seven years from completion of the work.

All documents produced pursuant to this Agreement shall be the property of the Owner.

All information required from the Owner, or from others at the expense of the Owner, in the performance of this Agreement shall be and remain the property of the Owner. This includes, but is not limited to, all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this Agreement. The requirements of MGL c. 30, sec. 39R are hereby incorporated and made a part of this Agreement.

19. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor, and shall be acceptable to the Engineer and Owner, and shall be a person anticipated to be continued in that capacity for the duration of the Agreement. The requirements of MGL c. 30, ss. 39I and 39N are hereby incorporated and made a part of this Agreement.

20. Changes in Work

20.1 The Contractor shall make no changes in the work without prior written approval of the Owner, however, the Owner may at any time by written order, and without notice to any sureties, require the performance of such extra work or changes in the work as may be found necessary or desirable. Charges or credits for any such changes shall be determined by one or more, or a combination of, the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of-
 - 1. Labor, including foremen.
 - 2. Materials entering permanently into the work.
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 - 4. Power and consumable supplies for the operation of power equipment.
 - 5. Insurance.
 - 6. Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15 %) of the actual cost of work. The fee shall include the cost of supervision, overhead, bond, profit and any other general expenses.

20.2 The Engineer may authorize minor changes or alterations in the work which do not involve any extra cost or expense, and which are not inconsistent with the overall intent of the Contract Documents. If the Contractor determines that any such minor change or alteration so authorized by the Engineer entitles Contractor to an increase in the contract price, the Contractor shall be required to obtain prior written approval from the Owner as per paragraph 20.1 above.

21. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor shall prosecute the work regularly, diligently, without interruption and at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount of \$250.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, and provide such additional information as the Owner may require, and the Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

22. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the Engineer's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the payment to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

23. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, Contractor shall, prior to disturbing such conditions, immediately provide written notice to the Engineer of such conditions. The Engineer shall thereupon promptly investigate the conditions, and if it is determined that such conditions materially differ from those shown on the plans or indicated in the specifications, the Engineer will at once make such changes in the plans and/or specifications as may be necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Paragraph 20 of these General Conditions. Notwithstanding any provision to the contrary, the requirements of MGL. c. 30, sec. 39N are hereby incorporated and made a part of this Agreement.

24. Right of Owner to Terminate Contract

The Owner may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination, including but not limited to those set forth below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of its subcontractors.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including, but not limited to, compliance with applicable federal, state or local laws or regulations, and such procedures or guidelines as established for the Massachusetts Community Development Block Grant by DHCD;

If the Owner terminates or suspends this Agreement for one or more of the reasons set forth in (a) through (c), the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension, and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing of notice of termination to such Surety, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost. If the Owner takes over the work, it may take possession of and utilize, at no cost, such equipment, material and temporary works as may be on the site.

Further, the Owner may terminate or suspend this Contract if local, state and/or federal funding are cancelled, revoked, reduced, suspended or terminated.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this Agreement by providing written notice to the Contractor. Should the Owner terminate or suspend this Agreement for any of the reasons set forth herein, the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

25. Payments to Contractor

- 25.1 Payment to the Contractor shall be in accordance with the requirements MGL, c. 30, s. 39K, which is hereby incorporated and made a part of this Agreement.
- 25.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- 25.3 Payment shall be contingent upon the Contractor submitting any and all required certified payroll reports to the Owner.
- 25.4 Payments shall be made in accordance with Supplemental General Condition Article 15.

26. Indemnification

The Contractor hereby indemnifies and shall at all times save and hold harmless the City of Gardner, and its officers, attorneys, employees, and agents, from and against any and all claims (including workers' compensation and wage claims), demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs

and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the Contractor, or any of its subcontractors, or the agents or employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder.

27. Substantial Completion, Final Completion, Acceptance and Final Payment

27.1 Substantial completion shall be that point at which the work has been completed to the extent that the Owner may occupy and make use of the project for which it was intended.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Engineer will promptly make an inspection to determine whether the work is acceptable under the terms of the Contract and whether same is substantially complete. The Engineer will issue a dated certificate which states that the work is substantially complete and accepted under the terms and conditions of the Contract, and a punch list of all items to be completed or corrected. The entire balance due the Contractor, less two percent (2%) retainage plus a retention based on the Engineer's estimate of the fair value of the punch list items, and cost of completing or correcting such items, and the estimated value of claims made relating to the project, shall be due and payable.

The general guarantee period for the work substantially complete shall begin on the date certified by the Engineer.

27.2 Final completion shall be that point at which all work on the project has been completed, all defective work has been corrected, and clean-up of the site and any debris has been accomplished. Unless a certificate of substantial completion has issued, the general guarantee period shall begin upon certification by the Engineer of final completion. The entire balance due the Contractor, less the estimated value of claims made relating to the project to the extent allowed by law, shall be due and payable within 35 days of the Contractor's written acceptance of the final estimate as required by MGL c. 30, s. 39G.

27.3 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability by the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract, the performance and payment bonds, or any express or implied warranties.

28. Insurance

The Contractor shall not commence work under this Contract until it has obtained and submitted proof to the Owner of all the insurance required under this paragraph and such insurance has been approved by the Owner. The form of proof shall be a Certificate furnished to the Owner no later than the time at which the Contractor executes the Contract.

(a) Workmen's Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable federal, state or local law, for all of its employees and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees as required by law.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall procure and shall maintain during the contract term, occurrence basis Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain, during its subcontract term, occurrence basis Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000, or (2) insure the activities of such subcontractors, in addition to its policy specified in subparagraph (b) hereof.

(d) Builder's Risk Insurance (Fire and Extended Coverage):

Until the project is completed and accepted by the Owner, the Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear.

(e) Proof of Insurance:

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or reduced, except after thirty (30) days written notice has been received by the Owner."

(f) Additional Insured and Certificate Holder

The Contractor shall have the "City of Gardner" named as an additional insured for this project on the policy, which shall be evidenced by the Certificate

submitted to the Owner. The Certificate holder shall read exactly as follows:
“Director, Dept. of Purchasing and Civil Enforcement, Room 217,
95 Pleasant St., Gardner, MA 01440.”

29. Contract Security, Performance and Payment Bonds

- 29.1 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Performance Bond in an amount at least equal to one hundred percent (100 %) of the total contract price as security for the faithful performance of this Contract. Such bonds shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.
- 29.2 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Payment Bond in an amount not less than one hundred percent (100 %) of the total 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. Such bond shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.
- 29.3 It is expressly understood and agreed that all sums retained or that may be retained by the City under any of the provisions of this Contract are solely for the benefit of the City and that the security required by MGL Ch. 149, sec. 29, as amended, is furnished exclusively by the bond accompanying the Contract.
- 29.4 Performance Bonds must remain in effect for at least TWO YEARS after final completion and acceptance of the project.
- 29.5 Failure to meet the bond requirements of this section shall be cause to terminate the Contract.

30. Assignments

The Contractor shall not assign or subcontract the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of the Owner. If the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that the right of any assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work required by this Contract.

31. Engineer's Authority

The Engineer will give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid

for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. If any dispute arises between the parties hereto relative to said Contract and/or specifications, the determination of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work related to said dispute. The Engineer does not have authority to bind the Owner to spend money in excess of the Contract Price, to suspend, terminate or stop the work.

The Engineer will decide the meaning and intent of any portion of the specifications and of any plans or drawings.

32. Use of Premises, Removal of Debris, Sanitary Conditions

The Contractor, at its own expense, shall: (1) take every precaution against injuries or damage to property; (2) store its apparatus, materials, supplies and equipment in such orderly fashion at the site as to not unduly interfere with the progress of its work or the work of other contractors; (3) place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; (4) clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations; (5) before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from its operations, and to put the site in neat, orderly condition; (6) effect all cutting, fitting or patching of its work required for conformance with the specifications and, except with consent of the Engineer, not cut or otherwise alter the work of any other contractor; and (7) maintain in a neat, sanitary condition such toilet accommodations for the use of its employees as may be necessary to comply with the State and local Boards of Health, or other bodies having jurisdiction over same.

33. Notice and Service Thereof

Any notice to either party from the other relating to this Agreement shall be in writing and posted, by certified mail, return receipt requested, to the party at the address noted below:

City

Contractor

Jennifer Dymek, Director
Department of Purchasing & Civil Enforcement
Room 217
95 Pleasant Street
Gardner, MA 01440

34. Subcontract

The Contractor shall insert in any and all subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require.

35. Interest of Member of or Delegate to Congress

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

36. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

37. Suspension of Work

If the Owner is prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work shall be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing. If the reason for said delay was not beyond the control of the Contractor, the Contractor shall have no right to damages, as set forth herein, or to an extension of time. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, sec. 39O are hereby incorporated and made a part of this Agreement.

38. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds, both CDBG and non-CDBG shares. These records shall be made available for audit purposes to the Owner or any authorized representative, and shall be retained for seven years after final Mass. CDBG audit.

39. Age Discrimination Act of 1975 (for contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial

assistance. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), prohibiting age discrimination in employment.

40. Non-Discrimination

The City of Gardner is an Equal Opportunity Employer. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract, and shall require all of its subcontractors to incorporate such requirements in all subcontracts for program work. The City may cancel, terminate or suspend the Contract in whole or in part for any violation of this paragraph.

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section I et seq.; State Executive Order 74 as amended and revised by Executive Orders 116,143 and 227, and MASS. CDBG regulations, procedures or guidelines; Title 11 of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and MASS. CDBG guidelines, procedures, or regulations.

Contracts subject to Federal Executive Order 11246, as amended, shall be subject to HUD Equal Employment Opportunity regulation at 24 CFR Part 130 applicable to HUD assisted construction contracts.

In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may

be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.

41. Non Federal Labor-Standards Provisions

The following Massachusetts Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws. The inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract.

42. Schedule of Salaries and Wages

The Contractor shall be responsible for complying with minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the Commonwealth of Massachusetts, Department of Labor and Workforce Development, Division of Occupational Safety, under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 - 27D.

When both are applicable, the greater of Federal or State prevailing wages, which are attached in the Supplemental General Conditions, and incorporated herein by reference, shall be paid under this contract and reported by the submission of certified weekly payrolls to the Owner. The Contractor is responsible for compliance of this paragraph by its subcontractors.

The applicable federal and state prevailing wage rates are attached herein and incorporated by reference.

43. Labor Provisions

43.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in clause forty-third of MGL c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accord with MGL c. 149, s. 26.

43.2 The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry unless the Federal rates are higher.

- 43.3 In accordance with MGL c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M. G. L. c. 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G. L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.
- 43.4 The Contractor shall pay to any reserve police officer employed by it the prevailing rate of wage paid to regular police officers, as required by MGL c. 149, s. 34B.

44. Environmental Requirements

The Contractor shall comply, where applicable, with: federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 CFR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 CFR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

45. "Right To Know" Law

As per requirements established by the United States Department of Labor Occupational Safety and Health Administration and in compliance with MGL c. 111F, Right to Know Law, it is required that all Material Safety Data Sheets accompany each initial product shipment where applicable, as well as a copy sent to the Grants Administrator, which will be forwarded to the Right-To-Know Coordinator for the City of Gardner.

46. Historic Preservation

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S. C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

47. Compliance with Air and Water Acts (for contracts exceeding \$100,000)

By executing this Agreement, the Contractor hereby certifies and represents the following:

- A. No facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Compliance with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. Prompt notice shall be given to the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. The criteria and requirements in paragraphs A through D of this section shall be included in every nonexempt subcontract, and the Contractor shall take such actions as the Government may direct as a means of enforcing such provisions.

48. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD-Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations.

The Owner will be responsible for the inspections and certification required under Section 35.14(f) thereof, and requirements of M.G.L. Ch.111, Sec. 190-191, and the regulations for Lead Poisoning.

49. Compliance with Mass. Community Development Block Grant Program Contract

All activities authorized by this Contract shall be subject to and performed in accordance with all applicable federal, state, and local laws and regulations, including but not limited to those cited within the said Agreement, and any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, and any procedures and guidelines as may be established by Mass. CDBG for the Massachusetts Community Development Block Grant Program.

50. Interest of Contractor and Employees

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed. Further, the Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.

51. Statement of Management, CPA Statement (for contracts in excess of \$100,000)

For contracts in excess of \$100,000 the Contractor shall file a statement with the Owner assuring that its system of auditing controls ensures management accountability and protection of assets as required by MGL c. 30, sec. 39R(c).

For such contracts, the Contractor shall file with a Owner a signed statement from a Certified Public Accountant that said CPA has examined the Statement of Management and opines whether the representations of management are consistent with its system of controls and its financial statements as set forth in MGL c. 30, sec. 39R(c).

52. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

53. Availability of Funds

The payments provided under this Agreement are subject to the continued availability of federal funds for the Massachusetts Small Cities Program/Mass. CDBG, and to the Owner's continued receipt of such funds.

54. Confidentiality

The Contractor shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, and further shall comply with MGL c. 66, sec. 10, regarding access to public records.

55. MGL Chapter 30, Section 39P

The requirements of Massachusetts General Law, Chapter 30, Section 39P are hereby incorporated and made a part of this Agreement.

56. Compliance with Chapter 370 Acts of 1963

The contractor shall furnish all notices and shall do all work and be responsible for all requirements of Chapter 370 of the Acts of 1963, entitled "An Act Requiring a Contractor Making An Excavation In A Public Way to Give Notice Thereof to Public Utility Companies."

57. Foreign Corporations

Contractors and subcontractors incorporated outside of Massachusetts shall comply with MGL c. 30, sec. 39L and other applicable laws.

58. Construction

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

59. Flood Disaster Protection

The owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposed under section 102 (a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is the subject of this contract is not itself funding out of assistance provided under the Housing and Community Development Act of 1974, as amended.

SUPPLEMENTAL GENERAL CONDITIONS - INDEX

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SUPPLEMENTAL GENERAL CONDITIONS

1. Scope of Work

The Scope of Work for the Project shall include, but not be limited to, any and all work described in the Contract Documents including the Request for Quotes, Information for Bidders, printed form of Contract, General Conditions, Supplemental General Conditions, Special Conditions, Specifications, Plans and Drawings, together with any attachments or appendices, for the Demolition of 56 Nichols Street.

2. Notice To Proceed & Pre-Construction Conference

A written Notice to Proceed shall be issued to the Contractor after receipt by the Owner of the following: (1) proof of required insurance, (2) verification that EEO poster has been posted in a conspicuous place at the job site, (3) posting of EEO Coordinator, federal wage decisions, and state prevailing wage rates in a conspicuous place at the job site, (4) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, and (5) Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. No work shall be performed by the Contractor prior to receipt of the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the Engineer, and the Owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on it and its subcontractors by the Executive Orders concerning Equal Employment Opportunity and Davis-Bacon Act requirements and other federal and state labor standards requirements.

The Owner shall inform the Contractor of the date, time, and place of the pre-construction conference.

3. Schedule of Work

At the Pre-Construction Conference, the Contractor shall submit to the Owner and Engineer three copies of a bar chart with the schedule and sequence in which the construction work shall be prosecuted. No work shall commence until the Owner has approved, in writing, of the schedule and sequence of operations.

The Contractor shall be responsible for keeping public ways open and in a passable condition at all times, and for maintaining access at all times to all abutting properties.

4. ~~Project Sign~~

~~The Contractor shall furnish, erect and maintain a Project Sign to be located at the Project Site during the duration of the contract. The sign shall be constructed of four foot by eight foot (4' x 8') medium density overlay plywood which shall bear a legend consisting of black lettering on white background in substantially the following manner (may not be to scale):~~

COMMONWEALTH OF MASSACHUSETTS
CITY OF GARDNER

56 NICHOLS STREET DEMOLITION PROJECT

funded in part by the

~~DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT~~
~~MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT~~

~~Charles D. Baker, Governor~~
~~Karyn E. Polito, Lt. Governor~~
~~Chrystal Kornegay, Undersecretary~~

and the

~~CITY OF GARDNER~~
~~DEPTS. OF COMMUNITY DEVELOPMENT AND PLANNING~~

~~Mark P. Hawke, Mayor~~
~~Trevor M. Beauregard, Director DCDP~~

5. **Environmental Protection**

The Contractor shall adhere to all federal, state and local regulations, including any orders of conditions which may be attached hereto. Additionally, the Contractor shall conform to the following:

A. **Plant and Pest Control**

Where applicable, all soil moving equipment that has operated in, or will operate in, regulated areas shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas to uninfested areas.

Complete information may be obtained from the Massachusetts Dept. of Agriculture, Plant Pest Control Division, 100 Cambridge St., Boston, MA (Tele: 617-727-3031); and for information concerning the interstate movement of soil moving equipment: U.S. Dept. of Agriculture, Plant Pest Control Division, 424 Trapelo Rd., Waltham, MA.

Premises must be certified as free from vermin by a licensed extermination professional prior to issuance of the demolition permit.

B. **Prevention of Water Pollution**

The Contractor shall take such precautions as may be necessary to avoid contaminating water in adjacent water courses, or water storage areas, whether natural or man-made. All earth work, movement of equipment, water control of excavations or foundation

areas, and other operations likely to increase silting, shall be conducted so as to avoid pollution of such water courses or water storage areas.

The Contractor shall construct silt retention filters in any such area, which filters shall be removed upon completion of the work. Water used during performance of the Contract which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage or other pollutants shall be discharged so as to avoid affecting nearby water.

Under no circumstances shall the Contractor discharge pollutants directly into any water course or water storage area. When water from adjacent natural water sources is used in the Contract work, intake methods shall be such as to avoid contaminating the source of supply.

C. Air Pollution and Dust Control

The Contractor shall conduct its operations in accordance with federal, state and local regulations governing air pollution.

The Contractor is hereby placed on notice that blowing dust from unstabilized earth areas of the work shall be considered a nuisance under its control. Contractor shall, by spraying with water or other approved means, dampen the soil to hold down the dust. During working hours and before leaving the Project site for the evening, weekends, or other extended period, the Contractor shall assess the moisture content of the soil and dampen same to the extent necessary to hold down the dust. While work is suspended, Contractor shall, if directed by the Engineer, return to the site to maintain dust control.

6. Cooperation of Contractor

The Contractor's attention is directed to the fact that other contractors under separate contracts may be entering upon the work site for the construction of other proposed amenities. The Contractor shall complete its work in cooperation with other contractors so as to cause the least interference with same, and shall have no claim for any delay which may be due to, or result from, said work of these contractors.

7. Record Drawings – As-Builts

The Contractor shall cooperate with the Engineer and shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of his work, indicating thereon all variations from the Contract Drawings. Prior to final acceptance of the work, all "as built" data shall be transferred to a complete set of reproducible record drawings in ink. This work shall be performed by the Contractor's Registered Land Surveyor with the cooperation of the Contractor as required. After review and approval by the Engineer of the record drawings shall be completed and delivered to the Owner.

8. Photographs

The Contractor shall be required to furnish five (5) views of before, during, and after photographs of the site conditions. The Contractor is encouraged to submit “during” photographs, with negatives that shall become the property of the City, along with each pay requisition to facilitate approvals.

9. Utilities

The Contractor shall obtain and shall pay for all licenses and permits that are required by the City or any other agencies that may be involved. The Contractor shall comply with all codes, regulations, and standards of the City.

“DIG SAFE”, the City, and all private companies or agencies whose utilities are in the construction, shall be notified by the Contractor at least 72 hours prior to the start of any excavation. The Contractor shall be required to cooperate with the utility companies involved in order to assure completion of all work with the least amount of delay.

10. Provisions for Traffic/Police Details

The Contractor shall not obstruct or close any portion of a street without obtaining the necessary permits from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense. The Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

The Contractor shall cooperate in every possible way with the municipal authorities to maintain a flow of traffic through the site. The Contractor shall notify the Fire Department, Police Department, School Bus Company, and the Highway Department when any street is to be closed regardless of the length of time or time of day. The Contractor shall also be responsible for the arrangement of police details as required by the City. The Contractor will be compensated for payment of police detail costs, including applicable administrative fees in accordance with Section 01270 of these specifications.

All detours shall be signed and lighted as directed by the Engineer.

11. Abandonment of Project

If the Contractor abandons the work, or any portion of the work, or sublets without prior written consent by the Owner, or assigns any claim thereunder other than as herein required, or if at any time the Owner shall certify in writing that the rate of progress is inadequate, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this Contract, then the Owner, in its sole discretion may notify the contractor

by written order, with a copy mailed to the Surety, to discontinue all work, or any part thereof. Thereupon the contractor shall discontinue such work or such part thereof as the Owner may designate. The Owner may complete the work, or such part thereof, and charge the entire expense of so completing to the Contractor. The Owner may take possession of any facilities, equipment, materials, temporary works, machinery, implements, and tools of every description as may be found at the location of said work. The Owner reserves the right at all times to demand the Contractor's Surety to complete the work in accordance with the performance bond.

Any costs under this article shall be deducted and paid by the Owner out of any funds then due, or to become due, the Contractor under this Agreement. In such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or insuring its proper completion but all sums actually paid thereof shall be charged to the contractor.

If the expenses so charged are less than the sum which 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; and if such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

12. Contractor to Pay All Labor, Etc.

The Contractor shall pay for all labor performed or furnished, and for all material and equipment used or employed, for the performance of this Contract. The Contractor shall furnish the Owner, upon request, with evidence satisfactory to the Owner that all persons who have performed work or furnished supplies, materials and/or equipment under this Contract, and all other claims for damage of any kind caused by or arising from the construction of said work have been fully paid or satisfactorily secured. If satisfactory evidence is not furnished, the Owner may retain appropriate amounts from any amount due the Contractor sufficient to cover any such unpaid claims.

13. Laws and Regulations

The Contractor shall keep itself fully informed of all municipal, state and federal laws and regulations which may affect those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work hereunder. Should any discrepancy or inconsistency be discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Owner in writing. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its employees or its agents.

14. Provisions Required by Law Deemed Inserted

Any provision of law or clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.

15. Payment Procedures, Retainage

The Contractor shall submit a monthly written request for payment to the Engineer which estimates the total amount of work complete and materials delivered through the date of such estimate. The Engineer shall review such request and make any adjustments to the estimated amounts therein as deemed appropriate for approval of and payment by the Owner within thirty-five (35) days from such approval.

The Owner shall retain five percent (5%) of such approved payment as partial security for the fulfillment of the Contract by the Contractor. In addition to the five percent (5%) retainage, additional amounts to cover any specific claims against the Contractor which have been identified may be withheld. The Owner reserves the right to verify that such payments are first applied to the payment of labor performed or employed, and materials supplied under the Contract. The requirements of MGL c. 30, §§ 39G and 39K are incorporated herein by reference.

Issuance of final payment and release of all retained funds shall be made in accordance with General Conditions Article 27.

16. Payment to Subcontractors

The Contractor shall comply with the following statutory provisions pursuant to MGL Chapter 149, Sections 44A to L, as applicable. For contracts awarded under MGL Chapter 30, Section 39M, subparagraphs (a) through (h) shall apply.

- A. Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- B. Not later than the sixty-fifth (65th) day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- C. Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for

any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

- D. If, within seventy (70) days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70th) day after the subcontractor has substantially completed the subcontract work. Within ten (10) days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.
- E. Within fifteen (15) days after receipt of the demand by the awarding authority, but in no event prior to the seventieth (70th) day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceeding barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- F. The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of the subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank

shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by the decree of a court of competent jurisdiction.

- G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.
- H. The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.
- I. If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (d), (f), (g), and (h). MGL Ch. 30, sec. 39F.

17. Termination

Force Majeure. Neither party shall be liable to the other or deemed to be in breach under the Contract for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Performance Dates. It is agreed, however, that since the performance dates of the Contract are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the contractor, shall be deemed to render performance impossible

and the City shall thereafter have the right to terminate the Contract in accordance with the provisions of the above.

Delay or Hindrance. The contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the contractor, an extension of time shall be the contractor's sole remedy.

Incomplete Performance. In the event of termination, the Contractor shall deliver to the Owner all finished work and documentation, complete and incomplete. The contractor shall be entitled to receive payment for any work performed and accepted under the Contract which was completed prior to the date of termination. In the event of termination the Contractor shall have no right to payment for lost profits or other consequential damages.

Termination for Convenience. Notwithstanding any other provision of the Contract, the City reserves the right at any time in its absolute discretion to suspend or terminate the Contract in whole or in part for its convenience upon written notice of the contractor. If any portion of the Contract so suspended is not recommenced by written notice of the City within the time period specified in the written notice of suspension, the suspended portion of the Contract shall thereupon be deemed terminated as to that portion for the convenience of the City in accordance with this provision. The City shall incur no liability by reason of such termination for convenience, except for the obligation to pay for work performed and accepted and for reimbursable expenses accrued through the date of termination less any offset or claim of the Owner. Such obligation shall not exceed the available appropriation. The contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, or consequential damages.

Inadequate Funds. In the event that all or a portion of the project is postponed or terminated due to inadequate federal, state, or local funds, the provisions set forth in the above paragraph (Termination for Convenience) shall apply.

Termination Clause. If, after the notice of termination clause, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the City.

Any termination or suspension of the Agreement shall not impair the City's right to recover damages occasioned by the fault of the contractor. Any suspension shall not limit the right of the City to terminate this Agreement.

Assurance of Compliance (Section 3, HUD Act of 1968) – Training, Employment, and Contracting Opportunities for Businesses and Lower Income Persons

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled
 - (1) after the contractor is selected but before the contract is executed, and
 - (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

(1) preference and opportunities for training and employment shall be given to Indians, and

(2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Date: _____

Applicant _____

Address _____

Authorized Signature _____

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MINIMUM WAGE RATES

STATE 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: City of Gardner
Contract Number: 2017-121 **City/Town:** GARDNER
Description of Work: Abatement and Demolition of 56 Nichols Street
Job Location: 56 Nichols Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	06/01/2016	\$32.90	\$11.50	\$7.10	\$0.00	\$51.50
	12/01/2016	\$33.90	\$11.50	\$7.10	\$0.00	\$52.50
	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
2	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
3	70	\$29.13	\$6.97	\$11.35	\$0.00	\$47.45
4	75	\$31.22	\$6.97	\$12.16	\$0.00	\$50.35
5	80	\$33.30	\$6.97	\$12.97	\$0.00	\$53.24
6	85	\$35.38	\$6.97	\$13.78	\$0.00	\$56.13
7	90	\$37.46	\$6.97	\$14.59	\$0.00	\$59.02
8	95	\$39.54	\$6.97	\$15.40	\$0.00	\$61.91

Effective Date - 01/01/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	09/01/2016	\$48.66	\$10.18	\$18.62	\$0.00	\$77.46
BRICKLAYERS LOCAL 3 (LOWELL)	03/01/2017	\$49.23	\$10.18	\$18.62	\$0.00	\$78.03

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.33	\$10.18	\$18.62	\$0.00	\$53.13
2	60	\$29.20	\$10.18	\$18.62	\$0.00	\$58.00
3	70	\$34.06	\$10.18	\$18.62	\$0.00	\$62.86
4	80	\$38.93	\$10.18	\$18.62	\$0.00	\$67.73
5	90	\$43.79	\$10.18	\$18.62	\$0.00	\$72.59

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.62	\$10.18	\$18.62	\$0.00	\$53.42
2	60	\$29.54	\$10.18	\$18.62	\$0.00	\$58.34
3	70	\$34.46	\$10.18	\$18.62	\$0.00	\$63.26
4	80	\$39.38	\$10.18	\$18.62	\$0.00	\$68.18
5	90	\$44.31	\$10.18	\$18.62	\$0.00	\$73.11

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$36.95	\$7.45	\$14.00	\$0.00	\$58.40
	12/01/2016	\$37.95	\$7.45	\$14.00	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.80	\$7.45	\$14.00	\$0.00	\$57.25
	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.80	\$7.45	\$14.00	\$0.00	\$57.25
	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2016	\$38.08	\$9.80	\$16.82	\$0.00	\$64.70
	03/01/2017	\$39.05	\$9.80	\$16.82	\$0.00	\$65.67
	09/01/2017	\$40.06	\$9.80	\$16.82	\$0.00	\$66.68
	03/01/2018	\$41.06	\$9.80	\$16.82	\$0.00	\$67.68
	09/01/2018	\$42.10	\$9.80	\$16.82	\$0.00	\$68.72
	03/01/2019	\$43.13	\$9.80	\$16.82	\$0.00	\$69.75

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.04	\$9.80	\$1.63	\$0.00	\$30.47
2	60	\$22.85	\$9.80	\$1.63	\$0.00	\$34.28
3	70	\$26.66	\$9.80	\$11.93	\$0.00	\$48.39
4	75	\$28.56	\$9.80	\$11.93	\$0.00	\$50.29
5	80	\$30.46	\$9.80	\$13.56	\$0.00	\$53.82
6	80	\$30.46	\$9.80	\$13.56	\$0.00	\$53.82
7	90	\$34.27	\$9.80	\$15.19	\$0.00	\$59.26
8	90	\$34.27	\$9.80	\$15.19	\$0.00	\$59.26

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.53	\$9.80	\$1.63	\$0.00	\$30.96
2	60	\$23.43	\$9.80	\$1.63	\$0.00	\$34.86
3	70	\$27.34	\$9.80	\$11.93	\$0.00	\$49.07
4	75	\$29.29	\$9.80	\$11.93	\$0.00	\$51.02
5	80	\$31.24	\$9.80	\$13.56	\$0.00	\$54.60
6	80	\$31.24	\$9.80	\$13.56	\$0.00	\$54.60
7	90	\$35.15	\$9.80	\$15.19	\$0.00	\$60.14
8	90	\$35.15	\$9.80	\$15.19	\$0.00	\$60.14

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2016	\$40.76	\$12.20	\$19.33	\$1.30	\$73.59
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2017	\$41.72	\$12.20	\$19.41	\$1.30	\$74.63
	07/01/2017	\$42.61	\$12.20	\$19.41	\$1.30	\$75.52
	01/01/2018	\$43.28	\$12.20	\$19.41	\$1.30	\$76.19
	07/01/2018	\$43.94	\$12.20	\$19.41	\$1.30	\$76.85
	01/01/2019	\$44.61	\$12.20	\$19.41	\$1.30	\$77.52
	07/01/2019	\$45.27	\$12.20	\$19.41	\$1.30	\$78.18
	01/01/2020	\$45.94	\$12.20	\$19.41	\$1.30	\$78.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.38	\$12.20	\$12.33	\$0.00	\$44.91
2	60	\$24.46	\$12.20	\$14.33	\$1.30	\$52.29
3	65	\$26.49	\$12.20	\$15.33	\$1.30	\$55.32
4	70	\$28.53	\$12.20	\$16.33	\$1.30	\$58.36
5	75	\$30.57	\$12.20	\$17.33	\$1.30	\$61.40
6	80	\$32.61	\$12.20	\$18.33	\$1.30	\$64.44
7	90	\$36.68	\$12.20	\$19.33	\$1.30	\$69.51

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.86	\$12.20	\$12.41	\$0.00	\$45.47
2	60	\$25.03	\$12.20	\$14.41	\$1.30	\$52.94
3	65	\$27.12	\$12.20	\$15.41	\$1.30	\$56.03
4	70	\$29.20	\$12.20	\$16.41	\$1.30	\$59.11
5	75	\$31.29	\$12.20	\$17.41	\$1.30	\$62.20
6	80	\$33.38	\$12.20	\$18.41	\$1.30	\$65.29
7	90	\$37.55	\$12.20	\$19.41	\$1.30	\$70.46

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2016	\$45.23	\$10.00	\$15.15	\$0.00	\$70.38
	12/01/2016	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2016	\$30.40	\$10.00	\$15.15	\$0.00	\$55.55
	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	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 - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN 12/01/2015 \$35.50 \$7.45 \$13.55 \$0.00 \$56.50
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR 12/01/2015 \$36.50 \$7.45 \$13.55 \$0.00 \$57.50
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS 12/01/2015 \$36.25 \$7.45 \$13.55 \$0.00 \$57.25
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER 12/01/2015 \$36.50 \$7.45 \$13.55 \$0.00 \$57.50
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR 12/01/2015 \$36.25 \$7.45 \$13.55 \$0.00 \$57.25
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER 12/01/2015 \$35.50 \$7.45 \$13.55 \$0.00 \$56.50
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46

Apprentice - ELECTRICIAN - Local 96

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.75	\$8.41	\$0.47	\$0.00	\$24.63
2	43	\$16.93	\$8.41	\$0.51	\$0.00	\$25.85
3	48	\$18.90	\$8.41	\$10.82	\$0.00	\$38.13
4	55	\$21.65	\$8.41	\$11.20	\$0.00	\$41.26
5	65	\$25.59	\$8.41	\$11.75	\$0.00	\$45.75
6	80	\$31.50	\$8.41	\$12.58	\$0.00	\$52.49

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2016	\$48.77	\$14.43	\$14.96	\$0.00	\$78.16
	01/01/2017	\$49.90	\$15.28	\$15.71	\$0.00	\$80.89

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.39	\$14.43	\$14.96	\$0.00	\$53.78
2	55	\$26.82	\$14.43	\$14.96	\$0.00	\$56.21
3	65	\$31.70	\$14.43	\$14.96	\$0.00	\$61.09
4	70	\$34.14	\$14.43	\$14.96	\$0.00	\$63.53
5	80	\$39.02	\$14.43	\$14.96	\$0.00	\$68.41

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.95	\$15.28	\$15.71	\$0.00	\$55.94
2	55	\$27.45	\$15.28	\$15.71	\$0.00	\$58.44
3	65	\$32.44	\$15.28	\$15.71	\$0.00	\$63.43
4	70	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
5	80	\$39.92	\$15.28	\$15.71	\$0.00	\$70.91

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2016	\$34.14	\$14.43	\$14.96	\$0.00	\$63.53
	01/01/2017	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2016	\$41.37	\$10.00	\$15.15	\$0.00	\$66.52
	05/01/2017	\$42.25	\$10.00	\$15.15	\$0.00	\$67.40
	11/01/2017	\$42.98	\$10.00	\$15.15	\$0.00	\$68.13
	05/01/2018	\$43.69	\$10.00	\$15.15	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2016	\$42.82	\$10.00	\$15.15	\$0.00	\$67.97
	05/01/2017	\$43.71	\$10.00	\$15.15	\$0.00	\$68.86
	11/01/2017	\$44.44	\$10.00	\$15.15	\$0.00	\$69.59
	05/01/2018	\$45.16	\$10.00	\$15.15	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2016	\$21.98	\$10.00	\$15.15	\$0.00	\$47.13
	05/01/2017	\$22.51	\$10.00	\$15.15	\$0.00	\$47.66
	11/01/2017	\$22.93	\$10.00	\$15.15	\$0.00	\$48.08
	05/01/2018	\$23.36	\$10.00	\$15.15	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$36.71	\$10.00	\$15.15	\$0.00	\$61.86
	12/01/2016	\$37.65	\$10.00	\$15.25	\$0.00	\$62.90
	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
	12/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2016	\$39.82	\$9.80	\$17.62	\$0.00	\$67.24

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$9.80	\$1.79	\$0.00	\$31.50
2	55	\$21.90	\$9.80	\$1.79	\$0.00	\$33.49
3	60	\$23.89	\$9.80	\$12.25	\$0.00	\$45.94
4	65	\$25.88	\$9.80	\$12.25	\$0.00	\$47.93
5	70	\$27.87	\$9.80	\$14.04	\$0.00	\$51.71
6	75	\$29.87	\$9.80	\$14.04	\$0.00	\$53.71
7	80	\$31.86	\$9.80	\$15.83	\$0.00	\$57.49
8	85	\$33.85	\$9.80	\$15.83	\$0.00	\$59.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$15.15	\$0.00	\$55.55
	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	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 - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.33	\$10.00	\$0.00	\$0.00	\$34.33
2	60	\$26.54	\$10.00	\$15.15	\$0.00	\$51.69
3	65	\$28.75	\$10.00	\$15.15	\$0.00	\$53.90
4	70	\$30.96	\$10.00	\$15.15	\$0.00	\$56.11
5	75	\$33.17	\$10.00	\$15.15	\$0.00	\$58.32
6	80	\$35.38	\$10.00	\$15.15	\$0.00	\$60.53
7	85	\$37.60	\$10.00	\$15.15	\$0.00	\$62.75
8	90	\$39.81	\$10.00	\$15.15	\$0.00	\$64.96

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.96	\$10.00	\$0.00	\$0.00	\$34.96
2	60	\$27.23	\$10.00	\$15.25	\$0.00	\$52.48
3	65	\$29.50	\$10.00	\$15.25	\$0.00	\$54.75
4	70	\$31.77	\$10.00	\$15.25	\$0.00	\$57.02
5	75	\$34.04	\$10.00	\$15.25	\$0.00	\$59.29
6	80	\$36.30	\$10.00	\$15.25	\$0.00	\$61.55
7	85	\$38.57	\$10.00	\$15.25	\$0.00	\$63.82
8	90	\$40.84	\$10.00	\$15.25	\$0.00	\$66.09

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	07/01/2016	\$32.28	\$10.54	\$14.90	\$1.70	\$59.42
	01/01/2017	\$33.03	\$10.54	\$14.90	\$1.70	\$60.17

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	07/01/2016	\$32.28	\$10.54	\$14.90	\$1.70	\$59.42
	01/01/2017	\$33.03	\$10.54	\$14.90	\$1.70	\$60.17

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PLUMBERS LOCAL 4	09/01/2016	\$42.76	\$9.35	\$14.46	\$0.00	\$66.57
	03/01/2017	\$43.41	\$9.35	\$14.46	\$0.00	\$67.22
	09/01/2017	\$44.01	\$9.35	\$14.46	\$0.00	\$67.82
	03/01/2018	\$44.66	\$9.35	\$14.46	\$0.00	\$68.47

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

HVAC MECHANIC PLUMBERS LOCAL 4	09/01/2016	\$42.76	\$9.35	\$14.46	\$0.00	\$66.57
	03/01/2017	\$43.41	\$9.35	\$14.46	\$0.00	\$67.22
	09/01/2017	\$44.01	\$9.35	\$14.46	\$0.00	\$67.82
	03/01/2018	\$44.66	\$9.35	\$14.46	\$0.00	\$68.47

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2016	\$40.58	\$11.75	\$14.20	\$0.00	\$66.53
	09/01/2017	\$42.38	\$11.75	\$14.20	\$0.00	\$68.33
	09/01/2018	\$44.40	\$11.75	\$14.20	\$0.00	\$70.35
	09/01/2019	\$46.65	\$11.75	\$14.20	\$0.00	\$72.60

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.29	\$11.75	\$10.45	\$0.00	\$42.49
2	60	\$24.35	\$11.75	\$11.20	\$0.00	\$47.30
3	70	\$28.41	\$11.75	\$11.95	\$0.00	\$52.11
4	80	\$32.46	\$11.75	\$12.70	\$0.00	\$56.91

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.19	\$11.75	\$10.45	\$0.00	\$43.39
2	60	\$25.43	\$11.75	\$11.20	\$0.00	\$48.38
3	70	\$29.67	\$11.75	\$11.95	\$0.00	\$53.37
4	80	\$33.90	\$11.75	\$12.70	\$0.00	\$58.35

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	09/16/2016	\$43.75	\$7.80	\$20.85	\$0.00	\$72.40
	03/16/2017	\$44.35	\$7.80	\$20.85	\$0.00	\$73.00

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 09/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.25	\$7.80	\$20.85	\$0.00	\$54.90
2	70	\$30.63	\$7.80	\$20.85	\$0.00	\$59.28
3	75	\$32.81	\$7.80	\$20.85	\$0.00	\$61.46
4	80	\$35.00	\$7.80	\$20.85	\$0.00	\$63.65
5	85	\$37.19	\$7.80	\$20.85	\$0.00	\$65.84
6	90	\$39.38	\$7.80	\$20.85	\$0.00	\$68.03

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.80	\$20.85	\$0.00	\$55.26
2	70	\$31.05	\$7.80	\$20.85	\$0.00	\$59.70
3	75	\$33.26	\$7.80	\$20.85	\$0.00	\$61.91
4	80	\$35.48	\$7.80	\$20.85	\$0.00	\$64.13
5	85	\$37.70	\$7.80	\$20.85	\$0.00	\$66.35
6	90	\$39.92	\$7.80	\$20.85	\$0.00	\$68.57

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.45	\$12.65	\$0.00	\$39.09
2	70	\$22.16	\$7.45	\$12.65	\$0.00	\$42.26
3	80	\$25.32	\$7.45	\$12.65	\$0.00	\$45.42
4	90	\$28.49	\$7.45	\$12.65	\$0.00	\$48.59

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.45	\$12.65	\$0.00	\$39.54
2	70	\$22.68	\$7.45	\$12.65	\$0.00	\$42.78
3	80	\$25.92	\$7.45	\$12.65	\$0.00	\$46.02
4	90	\$29.16	\$7.45	\$12.65	\$0.00	\$49.26

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
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For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2015	\$31.35	\$7.45	\$12.60	\$0.00	\$51.40
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
	02/01/2017	\$39.24	\$10.18	\$17.78	\$0.00	\$67.20

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

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.18	\$17.78	\$0.00	\$47.35
2	60	\$23.27	\$10.18	\$17.78	\$0.00	\$51.23
3	70	\$27.15	\$10.18	\$17.78	\$0.00	\$55.11
4	80	\$31.02	\$10.18	\$17.78	\$0.00	\$58.98
5	90	\$34.90	\$10.18	\$17.78	\$0.00	\$62.86

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.62	\$10.18	\$17.78	\$0.00	\$47.58
2	60	\$23.54	\$10.18	\$17.78	\$0.00	\$51.50
3	70	\$27.47	\$10.18	\$17.78	\$0.00	\$55.43
4	80	\$31.39	\$10.18	\$17.78	\$0.00	\$59.35
5	90	\$35.32	\$10.18	\$17.78	\$0.00	\$63.28

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2016	\$50.80	\$10.18	\$19.22	\$0.00	\$80.20
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$51.37	\$10.18	\$19.22	\$0.00	\$80.77

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

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.18	\$19.22	\$0.00	\$54.80
2	60	\$30.48	\$10.18	\$19.22	\$0.00	\$59.88
3	70	\$35.56	\$10.18	\$19.22	\$0.00	\$64.96
4	80	\$40.64	\$10.18	\$19.22	\$0.00	\$70.04
5	90	\$45.72	\$10.18	\$19.22	\$0.00	\$75.12

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.69	\$10.18	\$19.22	\$0.00	\$55.09
2	60	\$30.82	\$10.18	\$19.22	\$0.00	\$60.22
3	70	\$35.96	\$10.18	\$19.22	\$0.00	\$65.36
4	80	\$41.10	\$10.18	\$19.22	\$0.00	\$70.50
5	90	\$46.23	\$10.18	\$19.22	\$0.00	\$75.63

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	04/01/2015	\$33.13	\$9.80	\$16.21	\$0.00	\$59.14
Apprentice - MILLWRIGHT - Local 1121 Zone 3						
Effective Date - 04/01/2015						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$18.22	\$9.80	\$4.48	\$0.00	\$32.50
2	65	\$21.53	\$9.80	\$13.36	\$0.00	\$44.69
3	75	\$24.85	\$9.80	\$14.18	\$0.00	\$48.83
4	85	\$28.16	\$9.80	\$14.99	\$0.00	\$52.95
Notes:						
Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:5						
MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$22.41	\$10.00	\$15.15	\$0.00	\$47.56
	12/01/2016	\$22.96	\$10.00	\$15.25	\$0.00	\$48.21
	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$26.29	\$10.00	\$15.15	\$0.00	\$51.44
	12/01/2016	\$26.94	\$10.00	\$15.25	\$0.00	\$52.19
	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	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 - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$7.85	\$0.00	\$0.00	\$28.53
2	55	\$22.75	\$7.85	\$3.66	\$0.00	\$34.26
3	60	\$24.82	\$7.85	\$3.99	\$0.00	\$36.66
4	65	\$26.88	\$7.85	\$4.32	\$0.00	\$39.05
5	70	\$28.95	\$7.85	\$14.11	\$0.00	\$50.91
6	75	\$31.02	\$7.85	\$14.44	\$0.00	\$53.31
7	80	\$33.09	\$7.85	\$14.77	\$0.00	\$55.71
8	90	\$37.22	\$7.85	\$15.44	\$0.00	\$60.51

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.71	\$7.85	\$0.00	\$0.00	\$27.56
2	55	\$21.68	\$7.85	\$3.66	\$0.00	\$33.19
3	60	\$23.65	\$7.85	\$3.99	\$0.00	\$35.49
4	65	\$25.62	\$7.85	\$4.32	\$0.00	\$37.79
5	70	\$27.59	\$7.85	\$14.11	\$0.00	\$49.55
6	75	\$29.57	\$7.85	\$14.44	\$0.00	\$51.86
7	80	\$31.54	\$7.85	\$14.77	\$0.00	\$54.16
8	90	\$35.48	\$7.85	\$15.44	\$0.00	\$58.77

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For Apprentice rates see "Apprentice- LABORER"

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

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.01	\$7.85	\$0.00	\$0.00	\$26.86
2	55	\$20.91	\$7.85	\$3.66	\$0.00	\$32.42
3	60	\$22.81	\$7.85	\$3.99	\$0.00	\$34.65
4	65	\$24.71	\$7.85	\$4.32	\$0.00	\$36.88
5	70	\$26.61	\$7.85	\$14.11	\$0.00	\$48.57
6	75	\$28.52	\$7.85	\$14.44	\$0.00	\$50.81
7	80	\$30.42	\$7.85	\$14.77	\$0.00	\$53.04
8	90	\$34.22	\$7.85	\$15.44	\$0.00	\$57.51

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
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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
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98
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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\$50.05/2\$54.25/3\$58.46/4\$60.56/5\$62.66/6\$62.66/7\$66.87/8\$66.87

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	09/01/2016	\$42.76	\$9.35	\$14.46	\$0.00	\$66.57
	03/01/2017	\$43.41	\$9.35	\$14.46	\$0.00	\$67.22
	09/01/2017	\$44.01	\$9.35	\$14.46	\$0.00	\$67.82
	03/01/2018	\$44.66	\$9.35	\$14.46	\$0.00	\$68.47

Apprentice - PLUMBER/PIPEFITTER - Local 4

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.10	\$9.35	\$0.00	\$0.00	\$26.45
2	50	\$21.38	\$9.35	\$0.00	\$0.00	\$30.73
3	60	\$25.66	\$9.35	\$0.00	\$0.00	\$35.01
4	70	\$29.93	\$9.35	\$4.75	\$0.00	\$44.03
5	80	\$34.21	\$9.35	\$4.75	\$0.00	\$48.31

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.36	\$9.35	\$0.00	\$0.00	\$26.71
2	50	\$21.71	\$9.35	\$0.00	\$0.00	\$31.06
3	60	\$26.05	\$9.35	\$0.00	\$0.00	\$35.40
4	70	\$30.39	\$9.35	\$4.75	\$0.00	\$44.49
5	80	\$34.73	\$9.35	\$4.75	\$0.00	\$48.83

Notes:

Steps - 2000 hrs; Step 4 w/license-75; Step 5 w/license-85
Step 4 with lic\$46.17 Step 5 with lic\$50.45

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS LOCAL 4</i>	09/01/2016	\$42.76	\$9.35	\$14.46	\$0.00	\$66.57
	03/01/2017	\$43.41	\$9.35	\$14.46	\$0.00	\$67.22
	09/01/2017	\$44.01	\$9.35	\$14.46	\$0.00	\$67.82
	03/01/2018	\$44.66	\$9.35	\$14.46	\$0.00	\$68.47

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

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
	12/01/2016	\$33.40	\$7.45	\$12.65	\$0.00	\$53.50

For apprentice rates see "Apprentice- LABORER"

POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$15.15	\$0.00	\$55.55
	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 170</i>	05/01/2016	\$24.72	\$9.67	\$7.89	\$0.00	\$42.28
	12/01/2016	\$24.75	\$9.67	\$7.89	\$0.00	\$42.31
	01/01/2017	\$24.75	\$9.96	\$7.89	\$0.00	\$42.60
	02/02/2017	\$24.81	\$9.96	\$7.98	\$0.00	\$42.75
	03/01/2017	\$24.84	\$9.96	\$8.07	\$0.00	\$42.87
	04/01/2017	\$24.88	\$9.96	\$8.17	\$0.00	\$43.01
	05/01/2017	\$24.92	\$9.96	\$8.26	\$0.00	\$43.14
	12/01/2017	\$24.95	\$9.96	\$8.26	\$0.00	\$43.17
	01/01/2018	\$24.95	\$10.24	\$8.26	\$0.00	\$43.45
	02/02/2018	\$25.01	\$10.24	\$8.36	\$0.00	\$43.61
	03/01/2018	\$25.04	\$10.24	\$8.46	\$0.00	\$43.74
	05/01/2018	\$25.09	\$10.24	\$8.56	\$0.00	\$43.89
	12/01/2018	\$25.12	\$10.24	\$8.56	\$0.00	\$43.92
	01/01/2019	\$25.12	\$10.41	\$8.56	\$0.00	\$44.09
	12/01/2019	\$25.15	\$10.41	\$8.56	\$0.00	\$44.12
	01/01/2020	\$25.15	\$10.46	\$8.56	\$0.00	\$44.17
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2015	\$25.25	\$9.80	\$16.82	\$0.00	\$51.87
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2015	\$25.30	\$7.00	\$6.31	\$0.00	\$38.61

** 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

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.18	\$7.00	\$0.00	\$0.00	\$22.18
2	60	\$15.18	\$7.00	\$0.00	\$0.00	\$22.18
3	65	\$16.45	\$7.00	\$6.31	\$0.00	\$29.76
4	70	\$17.71	\$7.00	\$6.31	\$0.00	\$31.02
5	75	\$18.98	\$7.00	\$6.31	\$0.00	\$32.29
6	80	\$20.24	\$7.00	\$6.31	\$0.00	\$33.55
7	85	\$21.51	\$7.00	\$6.31	\$0.00	\$34.82
8	90	\$22.77	\$7.00	\$6.31	\$0.00	\$36.08

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2016	\$41.11	\$11.00	\$13.00	\$0.00	\$65.11
	02/01/2017	\$42.26	\$11.00	\$13.00	\$0.00	\$66.26
	08/01/2017	\$43.36	\$11.00	\$13.00	\$0.00	\$67.36
	02/01/2018	\$44.51	\$11.00	\$13.00	\$0.00	\$68.51
	08/01/2018	\$45.61	\$11.00	\$13.00	\$0.00	\$69.61
	02/01/2019	\$46.76	\$11.00	\$13.00	\$0.00	\$70.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.56	\$11.00	\$3.44	\$0.00	\$35.00
2	60	\$24.67	\$11.00	\$13.00	\$0.00	\$48.67
3	65	\$26.72	\$11.00	\$13.00	\$0.00	\$50.72
4	75	\$30.83	\$11.00	\$13.00	\$0.00	\$54.83
5	85	\$34.94	\$11.00	\$13.00	\$0.00	\$58.94

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.13	\$11.00	\$3.44	\$0.00	\$35.57
2	60	\$25.36	\$11.00	\$13.00	\$0.00	\$49.36
3	65	\$27.47	\$11.00	\$13.00	\$0.00	\$51.47
4	75	\$31.70	\$11.00	\$13.00	\$0.00	\$55.70
5	85	\$35.92	\$11.00	\$13.00	\$0.00	\$59.92

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	08/01/2016	\$41.36	\$11.00	\$13.00	\$0.00	\$65.36
ROOFERS LOCAL 33	02/01/2017	\$42.51	\$11.00	\$13.00	\$0.00	\$66.51
	08/01/2017	\$43.61	\$11.00	\$13.00	\$0.00	\$67.61
	02/01/2018	\$44.76	\$11.00	\$13.00	\$0.00	\$68.76
	08/01/2018	\$45.86	\$11.00	\$13.00	\$0.00	\$69.86
	02/01/2019	\$47.01	\$11.00	\$13.00	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	07/01/2016	\$32.28	\$10.54	\$14.90	\$1.70	\$59.42
SHEETMETAL WORKERS LOCAL 63	01/01/2017	\$33.03	\$10.54	\$14.90	\$1.70	\$60.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$14.53	\$6.21	\$4.10	\$0.00	\$24.84
2	50	\$16.14	\$6.55	\$4.55	\$0.00	\$27.24
3	55	\$17.75	\$6.89	\$8.19	\$0.98	\$33.81
4	60	\$19.37	\$7.22	\$8.19	\$1.04	\$35.82
5	65	\$20.98	\$7.55	\$8.19	\$1.10	\$37.82
6	70	\$22.60	\$7.88	\$8.19	\$1.16	\$39.83
7	75	\$24.21	\$8.22	\$8.19	\$1.22	\$41.84
8	80	\$25.82	\$9.30	\$13.99	\$1.47	\$50.58
9	85	\$27.44	\$9.64	\$13.99	\$1.53	\$52.60
10	90	\$29.05	\$9.98	\$13.99	\$1.59	\$54.61

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$14.86	\$6.21	\$4.10	\$0.00	\$25.17
2	50	\$16.52	\$6.55	\$4.55	\$0.00	\$27.62
3	55	\$18.17	\$6.89	\$8.19	\$1.00	\$34.25
4	60	\$19.82	\$7.22	\$8.19	\$1.06	\$36.29
5	65	\$21.47	\$7.55	\$8.19	\$1.12	\$38.33
6	70	\$23.12	\$7.88	\$8.19	\$1.18	\$40.37
7	75	\$24.77	\$8.22	\$8.19	\$1.24	\$42.42
8	80	\$26.42	\$9.30	\$13.99	\$1.49	\$51.20
9	85	\$28.08	\$9.64	\$13.99	\$1.55	\$53.26
10	90	\$29.73	\$9.98	\$13.99	\$1.61	\$55.31

Notes:

Apprentice to Journeyworker Ratio:1:3

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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 <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2016	\$39.01	\$8.77	\$12.13	\$0.00	\$59.91
	01/01/2017	\$39.01	\$9.17	\$12.28	\$0.00	\$60.46
	04/01/2017	\$40.26	\$9.17	\$12.43	\$0.00	\$61.86
	01/01/2018	\$40.26	\$9.67	\$12.63	\$0.00	\$62.56
	04/01/2018	\$41.51	\$9.67	\$12.88	\$0.00	\$64.06
	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.55	\$7.45	\$0.00	\$0.00	\$25.00
2	50	\$19.51	\$7.45	\$0.00	\$0.00	\$26.96
3	55	\$21.46	\$8.77	\$6.30	\$0.00	\$36.53
4	60	\$23.41	\$8.77	\$6.30	\$0.00	\$38.48
5	65	\$25.36	\$8.77	\$6.55	\$0.00	\$40.68
6	70	\$27.31	\$8.77	\$6.55	\$0.00	\$42.63
7	75	\$29.26	\$8.77	\$6.55	\$0.00	\$44.58
8	80	\$31.21	\$8.77	\$6.55	\$0.00	\$46.53
9	85	\$33.16	\$8.77	\$6.55	\$0.00	\$48.48
10	90	\$35.11	\$8.77	\$6.55	\$0.00	\$50.43

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.55	\$7.60	\$0.00	\$0.00	\$25.15
2	50	\$19.51	\$7.60	\$0.00	\$0.00	\$27.11
3	55	\$21.46	\$9.17	\$6.45	\$0.00	\$37.08
4	60	\$23.41	\$9.17	\$6.45	\$0.00	\$39.03
5	65	\$25.36	\$9.17	\$6.70	\$0.00	\$41.23
6	70	\$27.31	\$9.17	\$6.70	\$0.00	\$43.18
7	75	\$29.26	\$9.17	\$6.70	\$0.00	\$45.13
8	80	\$31.21	\$9.17	\$6.70	\$0.00	\$47.08
9	85	\$33.16	\$9.17	\$6.70	\$0.00	\$49.03
10	90	\$35.11	\$9.17	\$6.70	\$0.00	\$50.98

Notes:

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2016	\$49.70	\$10.18	\$19.22	\$0.00	\$79.10
	02/01/2017	\$50.27	\$10.18	\$19.22	\$0.00	\$79.67

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.18	\$19.22	\$0.00	\$54.25
2	60	\$29.82	\$10.18	\$19.22	\$0.00	\$59.22
3	70	\$34.79	\$10.18	\$19.22	\$0.00	\$64.19
4	80	\$39.76	\$10.18	\$19.22	\$0.00	\$69.16
5	90	\$44.73	\$10.18	\$19.22	\$0.00	\$74.13

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.14	\$10.18	\$19.22	\$0.00	\$54.54
2	60	\$30.16	\$10.18	\$19.22	\$0.00	\$59.56
3	70	\$35.19	\$10.18	\$19.22	\$0.00	\$64.59
4	80	\$40.22	\$10.18	\$19.22	\$0.00	\$69.62
5	90	\$45.24	\$10.18	\$19.22	\$0.00	\$74.64

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$37.20	\$7.45	\$14.00	\$0.00	\$58.65
	12/01/2016	\$38.20	\$7.45	\$14.00	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.92	\$7.45	\$14.00	\$0.00	\$57.37
	12/01/2016	\$36.92	\$7.45	\$14.00	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.80	\$7.45	\$14.00	\$0.00	\$57.25
	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2016	\$48.08	\$7.45	\$14.40	\$0.00	\$69.93
	12/01/2016	\$49.08	\$7.45	\$14.40	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2016	\$50.08	\$7.45	\$14.40	\$0.00	\$71.93
	12/01/2016	\$51.08	\$7.45	\$14.40	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2016	\$40.15	\$7.45	\$14.40	\$0.00	\$62.00
	12/01/2016	\$41.15	\$7.45	\$14.40	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2016	\$42.15	\$7.45	\$14.40	\$0.00	\$64.00
	12/01/2016	\$43.15	\$7.45	\$14.40	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	12/01/2015	\$26.83	\$8.41	\$12.35	\$0.00	\$47.59

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$13.42	\$8.41	\$3.78	\$0.00	\$25.61
2	55	\$14.76	\$8.41	\$3.82	\$0.00	\$26.99
3	60	\$16.10	\$8.41	\$12.03	\$0.00	\$36.54
4	65	\$17.44	\$8.41	\$12.07	\$0.00	\$37.92
5	70	\$18.78	\$8.41	\$12.11	\$0.00	\$39.30
6	75	\$20.12	\$8.41	\$12.15	\$0.00	\$40.68
7	80	\$21.46	\$8.41	\$12.19	\$0.00	\$42.06
8	85	\$22.81	\$8.41	\$12.23	\$0.00	\$43.45

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	09/01/2016	\$42.76	\$9.35	\$14.46	\$0.00	\$66.57
	03/01/2017	\$43.41	\$9.35	\$14.46	\$0.00	\$67.22
	09/01/2017	\$44.01	\$9.35	\$14.46	\$0.00	\$67.82
	03/01/2018	\$44.66	\$9.35	\$14.46	\$0.00	\$68.47
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>	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						

CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						

DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/28/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.50	\$3.30	\$0.00	\$37.41
2	65	\$28.83	\$7.50	\$3.36	\$0.00	\$39.69
3	70	\$31.05	\$7.50	\$3.43	\$0.00	\$41.98
4	75	\$33.26	\$7.50	\$5.00	\$0.00	\$45.76
5	80	\$35.48	\$7.50	\$5.06	\$0.00	\$48.04
6	85	\$37.70	\$7.50	\$5.13	\$0.00	\$50.33
7	90	\$39.92	\$7.50	\$7.20	\$0.00	\$54.62

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	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>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	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>	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 Apprentices 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. Apprentices 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.

FEDERAL WAGE RATES

General Decision Number: MA160018 11/25/2016 MA18

State: Massachusetts

Construction Type: Building

County: Worcester County in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	05/06/2016
1	06/17/2016
2	07/08/2016
3	09/23/2016
4	11/04/2016
5	11/25/2016

ASBE0006-013 09/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 40.58	26.35

* BRMA0003-004 08/01/2016

	Rates	Fringes
TILE FINISHER.....	\$ 38.78	28.08
TILE SETTER.....	\$ 50.80	29.72

* BRMA0003-005 09/01/2016

	Rates	Fringes
BRICKLAYER (Includes Pointing, Caulking, Cleaning, and Waterproofing).....	\$ 48.66	28.90

CARP0107-001 03/01/2016

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling installation, Batt Insulation, Drywall Hanging, Form Work, Metal Building-Metal Siding/Wall Panels, Metal Stud Installation, Scaffold Building, Fireproofer, Window and Curtain Wall Installation)...	\$ 37.10	27.12

ELEC0096-003 12/01/2015

	Rates	Fringes
ELECTRICIAN Includes HVAC/Temperature Controls Installation.....	\$ 39.37	22.59
Low Voltage Wiring.....	\$ 26.83	21.26

ELEV0041-005 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.77	29.985+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-012 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1:		
Backhoe/Excavator/Trackhoe, Loader.....	\$ 44.23	26.05+A
GROUP 2: Bulldozer.....	\$ 43.81	26.05+A

FOOTNOTE:

A. Paid Holidays: New Year's Day, Washington's Birthday,
Memorial Day, Independence Day, Patriot's Day, Columbus
Day, Labor Day, Veterans Day; Thanksgiving Day and
Christmas Day.

IRON0007-018 03/16/2016

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 42.89	29.89

LABR0721-002 06/01/2016

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 31.90	21.30

PAIN0035-018 01/01/2015

	Rates	Fringes
PAINTER (Brush/Roller, Including Drywall Finisher/Taper).....	\$ 36.26	25.95

PLUM0004-004 09/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 42.76	24.91

ROOF0033-005 08/01/2016

	Rates	Fringes
ROOFER.....	\$ 41.11	24.00

SHEE0063-006 01/01/2016

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 31.57	28.12

SUMA2014-002 04/04/2016

	Rates	Fringes
LABORER: Common or General.....	\$ 39.84	12.04

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: MA160002 11/04/2016 MA2

Superseded General Decision Number: MA20150002

State: Massachusetts

Construction Types: Heavy (Heavy and Dredging)
HEAVY CONSTRUCTION PROJECTS; AND
MARINE CONSTRUCTION PROJECTS

County: Worcester County in Massachusetts.

HEAVY CONSTRUCTION PROJECTS; AND MARINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/05/2016
3	04/01/2016
4	04/08/2016
5	05/06/2016
6	06/17/2016
7	07/08/2016
8	07/15/2016
9	07/22/2016
10	08/26/2016
11	09/02/2016
12	09/23/2016
13	11/04/2016

* ASBE0006-005 09/01/2016

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coating, and finishes to all types of mechanical systems.....	\$ 40.58	26.35

BOIL0029-001 01/01/2016

	Rates	Fringes
BOILERMAKER.....	\$ 41.62	24.42

BRMA0001-002 08/31/2015

SPRINGFIELD/PITTSFIELD CHAPTER WORCESTER (Warren County)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 38.36	27.01

BRMA0001-014 09/01/2015

WORCESTER CHAPTER
WORCESTER (Auburn Barre, Blackstone, Berlin, Bolton, Boylston, the Brookfields, Charlton, Clinton, Douglas, Dudley, Grafton, Hardwick, Holden, Leicester, Mendon, Millbury, Milville, New Braintree, Northboro, Northbridge, Oakham, Oxford, Paxton, Rutland, Shrewbury, Southbridge, Spencer, Sturbridge, Sutton, Upton, Uxbridge, Webster, Westboro, West Boylston, Worcester)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 47.76	28.25

BRMA0001-015 09/01/2015		

LOWELL CHAPTER
WORCESTER (Hopedale, Milford, Southboro)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 47.76	28.25

BRMA0001-023 09/01/2015		

LOWELL CHAPTER
WORCESTER (Ashburham, Athol, Fitchburg, Gardner, Harvard,
Hubbardston, Lancaster, Leominster, Lunenburg, Petersham,
Phillipston, Princeton, Royalston, Sterling, Templeton,
Westminster, Winchendon)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 47.76	28.25

BRMA0003-001 02/01/2016		

	Rates	Fringes
Marble & Tile Finisher.....	\$ 38.08	29.58
Marble, Tile & Terrazzo Workers.....	\$ 49.90	31.31
TERRAZZO FINISHER.....	\$ 48.80	31.15

CARP0056-004 08/01/2015		

	Rates	Fringes
DIVER TENDER.....	\$ 42.04	29.73
DIVER.....	\$ 58.86	29.73

CARP0056-008 08/01/2015		

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

CARP0107-002 03/01/2016		

WORCESTER (Except Gilbertville, Harwick, Warren, West
Brookfield)

	Rates	Fringes
Carpenter/Lather.....	\$ 37.10	27.12

CARP0108-001 02/29/2016		

WORCESTER (Gilbertville, Hardwick, Warren, West Brookfield)

	Rates	Fringes
Carpenter/Lather.....	\$ 32.60	23.77

CARP1121-001 10/01/2015		

	Rates	Fringes
MILLWRIGHT.....	\$ 36.79	28.38

ELEC0007-001 07/03/2016		

WORCESTER (Warren)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.11	20.27

 ELEC0104-001 08/28/2016

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 44.35	24.66+A
Equipment Operator.....	\$ 37.70	21.58+A
Groundman.....	\$ 24.39	9.96+A
Lineman.....	\$ 44.35	24.66+A

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

 ELEV0041-002 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.77	29.985+a+b

FOOTNOTE:
 a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0004-003 06/01/2016

WORCESTER (Except Athol, Barre, Brookfield, East Brookfield, Hardwick, New Braintree, North Brookfield, Oakham, Petersham, Phillipston, Royalston, Strutbridge, Templeton, Warren, West Brookfield, Winchendon)

	Rates	Fringes
Power equipment operators:		
BUILDING, HEAVY & MARINE		
GROUP 1.....	\$ 44.23	26.05+A
GROUP 2.....	\$ 43.81	26.05+A
GROUP 3.....	\$ 30.40	26.05+A
GROUP 4.....	\$ 36.71	26.05+A
GROUP 5.....	\$ 22.41	26.05+A
GROUP 6.....	\$ 26.29	26.05+A

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

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS BUILDING AND HEAVY CONSTRUCTION

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

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

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

GROUP 4: Assitant engineer (fireman)

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

GROUP 6: Oiler (on truck cranes and gradalls)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS MARINE CONSTRUCTION

GROUP 1: Shovel; crane; truck crane; cherry picker; derrick; pile driver; two or more drum machines; lighters; derrick boats; trenching machines; mechanic hoist pavement breakers; cement concrete pavers; draglines; hoisting engines; pumpcrete machines; elevating graders; shovel dozer; front end loader; backhoe; gradall; cable ways; boring machine; rotary drill; post hole hammer; post hole digger; fork lift; timber jack; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer

GROUP 2: Portable steam boiler; portable steam generator; sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; York rake; mulching machine; roller; spreader; tamper (self-propelled or tractor-drawn); asphalt paver; concrete mixer with side loader; mechanic - maintenance; cal tracks; ballast regulator; switch tamper; rail anchor machine; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; lighting plant; heaters (power driven 1-5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; well point systems; auger (powered by independent engines and attached to pile drivers); hydraulic saws

GROUP 4: Fireman

GROUP 5: Assistant engineer (other than truck crane and gradall)

GROUP 6: Assistant engineer (on truck crane and gradall)

ENGI0098-005 06/01/2014

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 31.17	21.43+A
Group 2.....	\$ 30.86	21.43+A
Group 3.....	\$ 30.64	21.43+A
Group 4.....	\$ 30.03	21.43+A
Group 5.....	\$ 27.41	21.43+A
Group 6.....	\$ 26.29	21.43+A
Group 7.....	\$ 24.35	21.43+A
Group 8.....	\$ 285.87	21.43+A
Group 9.....	\$ 210.61	21.43+A
Group 10.....	\$ 32.66	21.43+A
Group 11.....	\$ 35.67	21.43+A
Group 12.....	\$ 37.17	21.43+A
Group 13.....	\$ 38.17	21.43+A
Group 14.....	\$ 39.17	21.43+A
Group 15.....	\$ 40.67	21.43+A

HAZARDOUS WASTE PREMIUM \$2.00

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

Group 8 and Group 9 are per day wages.

A. Paid Holidays: New year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Shovels; crawlers and truck cranes including all tower; self-propelled hydraulic cranes 10 tons and over; draglines; clam shells; cableways; shaft hoists; mucking

machines derricks; backhoes; bulldozers; gradalls; elevating graders; pile drivers; concrete pavers; trenching machines; front end loaders- 5 1/2 cu yds and over; dual drum paver; automatic grader-excavator(C.M.I. or equal); scrapers towing pan or wagon; tandem dozers or push cats(2 units in tandem); shotcrete machine; tunnel boring machine; combination backhoe/loader 3/4 cu yd hoe or over; jet engine dryer; tree shredder; post hole digger; post hole hammer; post extractor; truck mounted concrete pump with boom; roto-mill; Grader; Horizontal Drilling Machine; John Henry Rock Drill and similar equipment.

Group 2: Rotary drill with mounted compressor; compressor house (3 to 6 compressors); rock and earth boring machines (excluding McCarthy and similar drills); front end loaders 4 cu yds to 5 1/2 cu yds); forklifts-7 ft lift and over 3 ton capacity; scraper 21 yds and over (struck load); sonic hammer console; reclaimers road planer/milling machine; cal tracks; ballast regulators; rail anchor machines; switch tampers, asphalt pavers; mechanic; welder and transfer machine.

Group 3: Combination backhoe/loader up to 3/4 cu yd; scrapers up to 21 cu yd (struck load, self propelled or tractor drawn); tireman; front end loaders up to 4 yds; well drillers; engineer or fireman on high pressure boiler; self-loading batch plant; well point operators electric pumps used in well point system; pumps, 16 inches and over (total discharge); compressor, one or two 900 cu ft and over; powered grease truck; tunnel locomotives and dingys; grout pumps; hydraulic jacks; boom truck; hydraulic cranes- up to 10 ton.

Group 4: Asphalt rollers; self-powered rollers and compactors; tractor without blade drawing sheepsfoot roller; rubber tire roller; vibratory roller or other type of compactors including machines for pulverizing and aerating soil; york rake.

Group 5: Hoists; conveyors; power pavement breakers; self-powered concrete pavement finishing machines; two bag mixers with skip; McCarthy and similar drills; batch plants (not self loading); bulk cement plants; self-propelled material spreaders; three or more 10 KW light plants; 30 KW or more generators; power broom.

Group 6: Compressor (one or two) 315 cu ft to 900 cu ft; pumps 4 inches to 16 inches (total discharge).

Group 7: Compressors up to 315 cu ft; small mixers with skip; pumps up to 4 inches; power heaters; oiler; A-frame trucks; forklifts-up to 7 ft. lift and up to 3 ton capacity; hydro broom; stud welder.

Group 8: Truck crane crews

Group 9: Oiler

Group 10: Master Mechanic

Group 11: Boom lengths over 150 feet including jib

Group 12: Boom lengths over 200 feet including jib

Group 13: Boom lengths over 250 feet including jib

Group 14: Boom lengths over 300 feet including jib

Group 15: Boom lengths over 350 feet including jib

IRON0007-012 03/16/2016

	Rates	Fringes
IRONWORKER.....	\$ 42.89	29.89

LABO0022-001 06/01/2016

	Rates	Fringes
Laborers: (HEAVY CONSTRUCTION)		
GROUP 1.....	\$ 31.65	21.30
GROUP 2.....	\$ 31.90	21.30
GROUP 3.....	\$ 32.40	21.30
GROUP 4.....	\$ 32.65	21.30
GROUP 5.....	\$ 20.50	21.30
GROUP 6.....	\$ 33.65	21.30

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser

beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator, jack hammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar mixer, ride-on-motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self powered drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-013 06/01/2016

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION):		
SHIELD DRIVEN AND LINER PLATE IN FREE AIR)		
GROUP 1.....	\$ 39.40	21.80+a
GROUP 2.....	\$ 39.40	21.80+a
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
TEST BORING & WELL DRILLING		
Driller.....	\$ 37.20	22.15+A
Laborer.....	\$ 35.80	22.15+A
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
OPEN AIR CASSON, UNDERPINNING WORK & BORING CREW		
Bottom man.....	\$ 36.95	22.15+A
Laborers; Top man.....	\$ 35.30	22.15+A
(TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR)		
GROUP 1.....	\$ 36.85	21.80+a
GROUP 2.....	\$ 47.33	21.80+a
GROUP 3.....	\$ 47.33	21.80+a
GROUP 4.....	\$ 47.33	21.80+a
GROUP 5.....	\$ 47.33	21.80+a
GROUP 6.....	\$ 49.33	21.80+a
CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)		
GROUP 1.....	\$ 39.40	21.80+a
GROUP 2.....	\$ 39.40	21.80+a
ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 36.85	21.80+a
GROUP 2.....	\$ 39.40	21.80+a
GROUP 3.....	\$ 39.40	21.80+a
GROUP 4.....	\$ 39.40	21.80+a
GROUP 5.....	\$ 41.40	21.80+a

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

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

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

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

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

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

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

GROUP 2: Brakeman; trackman

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

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

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

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

GROUP 1: Change house attendants

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

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

GROUP 4: Miner; cage tender; bellman

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

FOOTNOTE FOR LABORERS:

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

LAB01421-003 12/01/2015

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.50	21.70
Group 2.....	\$ 36.25	21.70
Group 3.....	\$ 36.50	21.70
Group 4.....	\$ 31.50	21.70
Group 5.....	\$ 34.60	21.70
Group 6.....	\$ 35.50	21.70

Group 1: Adzeman, Wrecking Laborer.

Group 2: Burners, Jackhammers.

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

Group 4: Yardman (Salvage Yard Only).

Group 5: Yardman, Burners, Sawyers.

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

PAIN0035-006 01/01/2015

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 36.26	25.95
Spray, Sandblast.....	\$ 37.66	25.95
REPAINT		
Bridge.....	\$ 46.76	25.95
Brush, Taper.....	\$ 34.32	25.95
Spray, Sandblast.....	\$ 35.72	25.95

PAIN0035-021 01/01/2015

	Rates	Fringes
GLAZIER.....	\$ 36.26	25.95

PLUM0004-002 09/01/2016

WORCESTER (Except Hopedale and Southboro)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.76	24.91

PLUM0012-002 09/01/2016

WORCESTER (Hopedale and Southboro)

	Rates	Fringes
PLUMBER.....	\$ 55.26	24.56

ROOF0033-001 08/01/2016

	Rates	Fringes
Roofers:		
All Tear-off and/or removal of any types of roofing and all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid.....	\$ 41.11	24.00

SFMA0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.01	21.35

SHEE0017-004 10/01/2015

WORCESTER (Harvard, Lancaster)

	Rates	Fringes
Sheet metal worker.....	\$ 35.60	30.05

SHEE0063-002 01/01/2016

WORCESTER (Except Harvard & Lancaster)

	Rates	Fringes
Sheet metal worker.....	\$ 31.57	28.12

TEAM0379-003 08/01/2015

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 31.48	20.65+A+B
Group 2.....	\$ 31.65	20.65+A+B
Group 3.....	\$ 31.72	20.65+A+B
Group 4.....	\$ 31.84	20.65+A+B
Group 5.....	\$ 31.94	20.65+A+B

Group 6.....\$ 32.23 20.65+A+B
Group 7.....\$ 32.52 20.65+A+B

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK
(UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS
MATERIALS (In Hot Zone Only) \$2.00 premium

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 001110

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. The work of this Contract includes but is not limited to the following items:
 - a. Demolition
 - b. Site restoration
2. No materials, labor or equipment will be furnished by the City under this contract.
3. The Contractor and any subcontractors shall be responsible for obtaining any and all local permits or licenses necessary for the contemplated work.
4. The Contractor shall comply with the requirements of all permits issued for all or any portions of the work under this contract. All copies of permits, order of conditions, etc. appended to the document shall become part of this Contract.

B. Measurement and Payment

1. No separate measurement and payment will be made for work included in this section. All costs for this work are incidental to the Contract bid price.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 **DIVISION 0 AND DIVISION 1 WORK INCIDENTAL TO THE CONTRACT PRICE**

- A. No separate measurement or payment will be made for work called for in Division 0 or Division 1 of the Contract Specifications, unless specifically covered under the Quote Items listed below. All costs associated with this work shall be considered incidental to the Contract Quote Price.
- B. Division 2 work will be measured and paid for at the Contractor's unit quote price or lump sum item cost as indicated on the Quote Form. Those payable work items, and related prices as quoted, shall be the basis for all compensation to the Contractor for work performed under this Contract. Work not specifically included as a quote item, but which is required to properly and satisfactorily complete the work is considered ancillary and incidental to the quote item work, and payment for such work is considered to be included in the values as quote for payable items. Compensation for all work shall be made as a measured quantity of work under the appropriate quote items.

1.2 **DEMOLITION (ITEM 1)**

- A. Measurement
 - 1. Measurement for payment for the demolition shall be on a lump sum basis.
- B. Payment
 - 1. Payment of the lump sum price shall be made on the percentage of work completed, as determined by Engineer, or City's Representative. Payment for this item will be considered full compensation, including Contractor's overhead and profit, for all labor, equipment, materials, supplies, supervision and any necessary fees/permits required for the work.

1.3 **CUT AND CAP UTILITY LINES (ITEM 2)**

- A. Measurement
 - 1. Measurement for payment of the cutting and capping of the utility lines shall be on a lump sum basis. It is understood that the work will be completed in the Spring, at a date to be approved by the City's Department of Public Works.

B. Payment

1. Payment of the lump sum quote price shall be made on the percentage of work completed, as determined by Engineer, or City's Representative. Payment for this item will be considered full compensation, including Contractor's overhead and profit, for all labor, equipment, materials, supplies, transportation, disposal, supervision and other fees required for the work.

1.4 **LOAM AND SEED SITE (ITEM 3)**

A. Measurement

1. Measurement for payment of the loaming and seeding of the site shall be on a lump sum basis. It is understood that the work will be completed in the Spring, no later than May 31, 2017.

B. Payment

1. Payment of the lump sum quote price shall be made on the percentage of work completed, as determined by Engineer, or City's Representative. Payment for this item will be considered full compensation, including Contractor's overhead and profit, for all labor, equipment, materials, supplies, transportation, disposal, supervision and other fees required for the work.

END OF SECTION

SECTION 01350

HEALTH & SAFETY PLAN

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Furnish all labor, equipment and materials and perform all operations in connection with monitoring air quality, decontaminating equipment and providing worker health and safety protection for all contractor personnel.
2. Develop a site specific Health and Safety Plan (HASP) specifically addressing the potential hazards that may be encountered. This plan shall meet all OSHA requirements.
3. Review the requirements and data presented and supplement the program with any additional measures deemed necessary to fully comply with regulatory requirements and adequately protect personnel on the site.

1.2 REFERENCES

- A. OSHA Regulation 29 CFR 1910.120
- B. OSHA Regulation 29 CFR 1926.62

1.3 DEFINITIONS

- A. Site Safety Official (SSO) - The individual, located on a hazardous waste site, who is responsible to the Contractor and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements.
- B. Uncontrolled Hazardous Waste Site, means an area identified as an uncontrolled hazardous waste site by a governmental body, whether Federal, state, local or other where an accumulation of hazardous substances creates a threat to the health and safety of individuals or the environment or both.

1.4 SUBMITTALS

- A. Informational Submittals
- B. The following must be provided to the City within seven (7) days after execution of the Agreement.
 1. Site-specific Health and Safety Plan including the Emergency Response Plan to the City for review, including provisions for decontamination and a contingency plan for unforeseen emergencies. The City's review is only to determine if the Plan meets basic regulatory requirements and the minimum requirements of this Section. The review will not determine the adequacy of the plan to address all potential hazards, as that remains the sole responsibility of the Contractor.
 2. Current certification of employee's health and safety training and certification of employee's baseline medical exam status.

3. Certification of additional required health and safety training for Supervisors.
4. Qualifications and experience of the SSO for approval.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor is solely responsible for the health and safety of workers employed by the Contractor, any subcontractor and anyone directly or indirectly employed by any of them.
- B. Work under this contract is not being performed on an "Uncontrolled Hazardous Waste Site," as defined in 29CFR1910.120 and Article 1.3 B, above. Develop and follow a site specific Health & Safety Plan (H&SP) in accordance with the requirements of paragraph 1.6.
- C. Provide a full-time SSO regardless of whether or not the Work is at a defined Uncontrolled Hazardous Waste Site.
- D. Pre-arrange emergency medical care services at a nearby hospital, including establishment of emergency routes of travel.
- E. Conduct weekly safety meetings with all site personnel, documenting attendance and topics covered.
- F. Train all workers assigned to areas where contaminated media are likely to be encountered in accordance with 29 CFR 1910.120.
- G. In areas where contaminated media are likely to be encountered, monitor air quality in and around work area using appropriate air monitoring equipment, as indicated in Part 2. Record all readings and maintain record on site. Stop work and/or upgrade respiratory protection or personal protective equipment levels if action levels established in the HASP are exceeded. Ensure that degree and type of respiratory protection provided is consistent with the monitored concentrations and individual chemical parameters. Lawfully dispose of all contaminated clothing and equipment that cannot be decontaminated.
- H. At all times, prevent oil or other hazardous substances from entering the ground, sewers, drainage areas and piping systems.

1.6 HEALTH & SAFETY PLAN (HASP) REQUIREMENTS

- A. The following items shall be addressed in the HASP:
 1. safety and health hazard assessment;
 2. procedures for emergency medical treatment and first aid;
 3. map indicating route to hospital for emergency medical care;
 4. Lead Exposure Control Plan (29 CFR 1926.62);
 5. equipment decontamination procedures;
 6. air monitoring procedures and action levels;
 7. personal protective equipment and decontamination;
 8. physical hazard evaluation and abatement including:

- a. equipment operation;
 - b. confined space entry;
 - c. slips and falls;
 - d. building collapse;
 - e. falling debris;
 - f. encountering unmarked utilities;
 - g. cold and heat stress;
 - h. hot work (cutting and welding);
 - i. excavation entry;
- 9. training requirements;
 - 10. recordkeeping requirements;
 - 11. emergency response plan that includes:
 - a. names of three (3) Emergency Response Contractors, experienced in the removal and disposal of oils and hazardous chemicals, that the Contractor intends to use in the event of an emergency;
 - b. evacuation routes and procedures;
 - c. emergency alerting and response procedures.

1.7 CONTINGENCY MEASURES & NOTIFICATIONS

- A. The potential for encountering hazardous buried objects or materials that could pose a threat to human health or the environment exists. In the event that potentially hazardous materials are encountered during the work under this contract, the responsibilities of the Contractor and the Engineer, or City's Representative are described herein.
- B. The procedures and protocols to be used by the SSO in defining materials that are potentially hazardous include screening with a photoionization detector, odor, visual appearance of a material, and obvious oil or chemical contaminated materials.
- C. Upon encountering suspected hazardous buried objects or materials as described above, cover the excavation immediately if no imminent danger, as defined by the SSO, is present. If there is an imminent danger, as defined by the SSO, Evacuate the area immediately. The SSO shall then notify the Engineer and the City of the situation.
- D. Establish, properly barricade, and mark the area as an exclusion zone under the direction of the SSO. The SSO shall establish the exclusion zone boundaries based upon air quality monitoring using a photoionization detector and other equipment as appropriate. The exclusion zone shall be established at a minimum 50-foot radius around the location where the potentially hazardous material is encountered. Work within the exclusion zone shall be discontinued until the hazardous condition has been remediated and testing indicates that a hazard does not exist. Other activities of the site, outside the limits of the exclusion zone shall continue. Ambient air quality monitoring shall be performed by the

SSO to demonstrate that ambient air quality in other portions of the site is not adversely impacted by the exclusion zone condition.

- E. Notify the Engineer and the City regarding the presence of potentially hazardous materials. The City may direct the Contractor to notify regulators and to obtain necessary regulatory approvals for remediation.
- F. Mobilize the appropriate equipment and personnel to sample and test the hazardous material within the exclusion zone to determine the remedial action required, subject to the Engineer's direction. The Contractor may be directed to remove and legally dispose of the material. Compensation for the removal and disposal of hazardous material will be as a Change in Work and Change in Contract Price in accordance with the General Conditions, if not covered under a specific bid item.

PART 2 PRODUCTS

2.1 AIR MONITORING EQUIPMENT

- A. Provide and maintain portable photoionization detector or organic vapor analyzer capable of detecting organic vapors or total hydrocarbons. Equipment shall be sensitive to the 0.5 PPM level.
- B. Provide and maintain an oxygen analyzer to measure oxygen concentration in any trench or confined space prior to entry, as determined by the SSO.
- C. Provide and maintain an explosimeter whenever the potential for accumulation of explosive gases exists, as determined by the SSO.
- D. All air monitoring equipment shall remain the property of the Contractor.

2.2 EQUIPMENT DECONTAMINATION

- A. All equipment shall be provided to the work site free of contamination. The City may prohibit from the site any equipment which in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of Contractor's equipment prior to arrival at the site shall be at the expense of Contractor. Contractor is prohibited from decontaminating equipment on the project site which is not thoroughly decontaminated prior to arrival.
- B. Contractor shall furnish labor, materials, tools, and equipment for decontamination of all equipment and supplies which are used to handle contaminated materials. Decontamination shall be conducted at an area designated by Engineer, or City's Representative for such purpose. Frequency of decontamination shall be determined by Engineer, or City's Representative, and may be required prior to equipment and supplies leaving the project site, between stages of the work, or between work in different work areas.
- C. Dry decontamination procedures are recommended. Residuals from dry decontamination activities shall be collected and managed as contaminated materials. If dry methods are unsatisfactory as determined by Engineer, or City's Representative, Contractor shall modify decontamination procedures as required subject to Engineer's, or City's Representative's, approval.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01510

TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Temporary electricity
 - 2. Temporary lighting for construction purposes
 - 3. Temporary water service
 - 4. Temporary fire protection
 - 5. Temporary sanitary facilities
 - 6. First aid station

1.2 QUALITY ASSURANCE

- A. Maintain temporary utilities in proper and safe condition throughout the progress of the Work.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay all charges for temporary electrical service and usage capable of providing sufficient power throughout the site for both temporary power and temporary lighting for the Work and for all field offices. Temporary electrical service shall consist of all wiring, breakers, breaker boxes, poles, supports and all other materials necessary for a totally operable system.
- B. Make all arrangements with the electric service company including all permits, securities and inspections fees to obtain the separately metered temporary services.
- C. Furnish and connect the temporary electric service point to the utility and coordinate metering as required.
- D. All connection points and distribution systems shall be in conformance with applicable electrical codes, OSHA, and enforcement agencies having jurisdiction.
- E. Provide a general power distribution system including all wires, cables, supports, protective devices, transformers, motor starters, etc., as required for a complete electrically protected and safe system to handle construction services.
- F. Provide all outlets with circuit breaker protection and comply with ground fault protection requirements of the National Electrical Code.
- G. Provide portable power supplies capable of providing sufficient power for the project. Due to the potential risks of contamination from fuel spills, the use of all fuel-driven generator sets must be strictly controlled and monitored while on site.
- H. Refueling must be accomplished off-site when feasible and if fuel is transported to the site, it must be in approved containers with secondary containment. All gasoline driven pumps or diesel generators shall be underlain by sheets of polyethylene plastic and on-site refueling shall be accomplished by pumping or siphoning. Absorbent

pads shall be available for immediate use in the event of an accidental spill. The Contractor shall be responsible for complete cleanup of any accidental spills.

1.4 TEMPORARY LIGHTING

- A. As necessary, temporary general lighting system shall provide sufficient artificial light so that all Work may be done in a workmanlike manner within enclosed structures and chambers, where there is not sufficient daylight.
- B. Temporary general lighting system shall consist of wiring, switches, necessary insulated supports, poles, fixtures, receptacles, lamps, guards, cut-outs, fuses, and other materials necessary for a totally operable system.

1.5 TEMPORARY WATER SERVICE

- A. Temporary Drinking Water
 - 1. Provide adequate potable drinking water, so piped or transported as to keep it safe and fresh, and served from single service containers or satisfactory types of sanitary drinking stands or fountains.
 - 2. Provide all such facilities and services in strict accordance with existing and governing health regulations.
- B. Water for Construction Purposes
 - 1. The City will provide all water for construction purposes to the Contractor without charge for this project.
 - 2. The express approval of the City shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
 - 3. Water for abatement and construction purposes is available to the Contractor via nearby fire hydrants at no cost to the Contractor. Contractor to coordinate with the City for access and use of the fire hydrants. Contractor shall be responsible for conveying water to and about the project site. Means of conveyance shall be approved by the City. All water use shall be metered and backflow devices (approved by the City) shall be provided. Contractor is responsible for contacting Suez (formerly known as United Water) prior to the start of demolition.

1.6 TEMPORARY FIRE PROTECTION

- A. Comply with all applicable fire protection and prevention requirements that may be established by Federal, State or local governmental agencies.
- B. Prohibit smoking in hazardous areas. Post suitable warning signs in areas that are continuously or intermittently hazardous.
- C. Determine the fire protection adequacy of existing facilities related to the Work being performed and have standby fire protection available if needed.

1.7 TEMPORARY SANITARY AND FIRST AID FACILITIES

- A. Provide suitably enclosed chemical or self-contained toilets for the use of the labor force employed on the Work. Toilets shall be located near the Work sites and

secluded from observation insofar as possible. Toilets shall be serviced weekly, kept clean and supplied throughout the course of the Work.

B. Contractor shall enforce proper use of sanitary facilities.

C. Provide a first aid station at the site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01570

TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Dust control
 - 2. Street Sweeping
 - 3. Drainage and erosion control
 - 4. Haybales and siltation fence
 - 5. Traffic Controls

1.2 TEMPORARY DUST CONTROL

- A. Exercise particular care to control dust both during and after construction. A mechanical street sweeper shall be used as needed.
- B. Prevent dust from becoming a nuisance or hazard. During demolition and construction, excavated material and open or stripped areas are to be properly policed and controlled so as to prevent spreading of the material.
- C. Control dust during and after construction using calcium chloride and/or salt. The City may direct the Contractor to employ sprinkling of water in lieu of calcium chloride for dust control.
- D. Control dust during building demolition using water.
- E. During and after construction, all paved road and driveway surfaces are to be scraped and broomed free of excavated materials on a daily basis. The surfaces are to be hosed down or otherwise treated to eliminate active or potential dust conditions and the natural road or wearing surface is to be exposed.

1.3 STREET SWEEPING

- A. Sweep all adjacent roads and driveways that are impacted by the project. Whenever soil is tracked from the site, it shall be cleaned as necessary to prevent it from becoming a nuisance or hazard. Minimum frequency for sweeping adjacent public streets is weekly.

1.4 DRAINAGE AND EROSION CONTROL

- A. Install and maintain sediment controls.
- B. Discharge surface runoff from any disturbances to the site into silt containment basins. Siltation prevention measures utilizing haybale and geotextile fences for containment shall be taken before discharge to drainage systems.

1.5 TRAFFIC CONTROLS

- A. Contractor shall provide traffic controls deemed necessary for the completion of work, including but not limited to signage, barricades, detour routes and police details.
- B. Traffic Controls shall be provided in accordance with the Manual of Uniform Traffic Control Devices.

PART 2 PRODUCTS

2.1 STRAWBALES

- A. Bales of straw required for siltation control shall be tied bales of the type normally used for siltation or erosion control or construction projects.

2.2 FILTER FABRIC

- A. Filter fabric siltation fencing shall be a woven filter fabric having a weight of at least 2.5 ounces per square yard, a thickness of at least 17 mils, a coefficient of permeability of not less than 0.0009 centimeters per second and allows a water flow rate of a minimum 40 gallons per minute per square yard. The material shall have a high sediment filtration capacity, high slurry flow and minimum clogging characteristics. The material shall be equal to 100x as manufactured by Mirafi, Inc., Charlotte, North Carolina.

PART 3 EXECUTION

3.1 STRAWBALES

- A. Control of erosion and siltation during the construction is expected to require mulching, strawbales, siltation fencing, diversion and control of storm water run-off, ponding areas and similar methods.
- B. Install strawbales by anchoring bales butted together to existing ground with at least 2 stakes per bale. The stake shall be a minimum of 1 inch square cross section and shall be long enough to penetrate 12 inches into the ground. Deteriorated strawbales shall be replaced.

3.2 SILTATION FENCE

- A. Install a filter fabric siltation fence in addition to the staked haybales, prior to construction and remove at project completion. Install the siltation fence parallel and immediately adjacent to the haybales. Install as follows:
 - 1. Hand shovel excavate a small trench on the upstream side of the desired fence line location.
 - 2. Unroll the siltation fence system, position the post in the back of the trench (downhill side), and hammer the post at least 1½ feet into the ground.
 - 3. Lay the bottom 6 inches of the fabric into the trench to prevent undermining by storm water run-off.
 - 4. Backfill the trench and compact. Compaction is necessary to prevent the run-off from eroding the backfill.

3.3 CLEANING

- A. Remove any sediment that builds up around the haybales or catchbasins.
- B. Catchbasins that collect sediment as a result of the Work shall be thoroughly cleaned.
- C. All siltation controls shall be removed at project completion.

3.4 TRAFFIC CONTROLS

- A. Contractor shall coordinate road closures and detours necessary for the completion of work with the Department of Public Works and Police Department, at no additional charge to the City.

END OF SECTION

DIVISION 02

SITE CONSTRUCTION

SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

1. Demolition of 56 Nichols Street. The property is currently owned by Mark P. Sullivan, last known address of 81 Maverick Street, Apt 38, Fitchburg, MA 01420. The City of Gardner is coordinating this demolition.
2. Removal and lawful disposal of miscellaneous debris and solid waste located within the Limit of Work.

1.2 DEFINITIONS

- A. Demolish – To tear down, segregate waste streams and lawfully recycle or dispose of all debris generated in the process including structure contents.

1.3 SUBMITTALS

- A. Quality Control Submittals (prior to commencement of on-site demolition):
 1. Methods of demolition and equipment proposed to demolish structures.
 2. Waste Management Plan to indicate the types of wastes to be generated and the proposed disposal or recycling locations. Include back-up disposal facilities.
 3. Copies of any authorizations and permits required to perform the work, including disposal/recycling facility permits.
- B. Contract Closeout Submittals (throughout project and prior to authorization of final payment):
 1. Records of the amounts of waste generated, by waste type.
 2. Evidence of lawful disposal or recycling of all wastes generated.

1.4 REGULATORY REQUIREMENTS

- A. Contractor is solely responsible for obtaining permits or approvals which may be required to perform the work of this section, including all costs, fees and taxes required or levied.
- B. Notify and obtain such permits or approvals from all agencies having jurisdiction over demolition prior to starting work including, but not limited to Health, Building, and Fire Departments of the municipality and local, state and federal agencies.
- C. Comply with all applicable federal, state, and local environmental, safety and health requirements regarding the demolition of structures and other site features and recycling or disposal of demolition debris, as applicable.
- D. Conform to procedures identified in Section 01350 – HEALTH AND SAFETY PLAN when discovering hazardous or contaminated materials.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PROJECT MANAGEMENT

- A. The Contractor shall provide a Project Superintendent who shall serve as a direct communication between the Contractor and the City. The Superintendent must be fluent in written and spoken English.

3.2 WORK RESTRICTIONS

- A. The use of burning is not permitted.
- B. The use of explosives is not permitted.

3.3 GENERAL REQUIREMENTS

- A. Verify site conditions before proceeding with demolition work. Inspect structures and utilities prior to start of work and notify the City in writing, of any hazardous conditions and/or discrepancies.
 - 1. Unknown Site Conditions - The information provided in the Specifications is believed accurate, but Contractor should field verify all information. Contractor shall bear full responsibility for obtaining all locations of underground structures, utilities and their connections. Services to buildings outside the limits of work shall be maintained and all resulting costs or charges shall be the responsibility of Contractor.
 - 2. Interior Elements - Interior features including but not necessarily limited to structural elements, walls, partitions, equipment, piping or other building facilities must be visually inspected prior to submittal of bid, and again prior to initiation of on-site work. Contractor shall be responsible for performing its own inspection and appraisal of all features and facilities to be demolished or removed for salvage. Contractor shall also investigate to assure itself of the condition of the work to be demolished and shall take all precautions necessary to ensure safety of people and property.
- B. The demolition of the buildings, any underground utilities and related appurtenances shall be accomplished by methods that will not cause damage to surrounding structures, underground and overhead utilities, or other existing items and structures outside the limits of work.
- C. All debris shall be promptly and properly managed as the demolition progresses. Construct and/or prepare material Staging/Stockpile areas as required at locations approved by the City.

3.4 SITE PREPARATION

- A. Remove and/or stabilize all overhead hazards prior to work commencing near any building. Where hazards are not readily accessible, mark and control areas below hazards to prohibit access below the hazards. This shall be performed with caution tape, saw horses, safety fence or other types of barricades as determined by applicable safety codes. Similarly, cover or clearly mark all holes through the

floors or weak sections of the floor to prohibit entry. Floor coverings shall be capable of supporting intended loads.

- B. The Contractor shall shore, brace, underpin, secure and protect, as may be necessary, all foundations and other parts of structures to remain on the project site or which are adjacent to or in the vicinity of the site and which may be in any way affected by excavations or other operations.
- C. Remove asbestos containing materials and other hazardous materials prior to structure demolition, in accordance with pertinent Sections of this contract. Asphalt based asbestos containing roofing materials shall be removed and managed in accordance with the DEP Policy Concerning Non-Friable Asbestos-Containing Materials.
- D. Terminate and discontinue utilities serving the structure to be demolished, prior to demolition.
- E. Plug and abandon all sewer lines and sewer manholes before any plumbing fixtures or traps are removed from buildings.

3.5 **DEMOLITION**

A. Building

1. Demolish the building within the Limit of Work. Equipment, piping and interior facilities shall be demolished.
2. Segregate various building materials as necessary to satisfy the requirements of the selected off-site disposal or recycling facility.
3. Barricade work area as necessary to protect workers and general public from falling debris.
4. Do not leave unstable structures unattended. Plan the workday so that all structures are stable at the end of each work day.
5. Pavement within the Limit of Work is to remain and be protected unless otherwise noted.

B. Foundations

1. All foundation components and other sub-grade structures including, but not limited to, footings, frost walls, retaining walls, pits and slabs shall be removed.

3.6 **DISPOSAL**

- A. Legally dispose of or recycle all materials from demolition as well as equipment and other materials that are within the buildings. The disposal site shall be permitted to accept the waste stream by the applicable State Agency. The loading of demolition materials shall be performed in a manner that prevents materials and activities from generating excessive dust and ensure minimum interference with roads, sidewalks and streets both onsite and offsite.
- B. Provide evidence that the demolition materials have been received at a legal disposal, recycle, reuse or salvage location. The means for such proof may be truck weight slips from an approved disposal facility or documentation of transfer of title. Transport of all materials off site shall be in accordance with applicable Department

of Transportation Regulations. All materials leaving the site shall become the property of the Contractor.

3.7 **SITE RESTORATION**

- A. The cellar hole shall be filled to grade and the site graded to match surrounding contours, taking into consideration proper surface run-off and drainage. No metals or materials subject to rot or decomposition, such as wood, garbage, organic materials, radiators, tanks, boilers, containers, or similar rubbish shall be used as fill or allowed to be left on the site.
- B. The site shall be loamed to a depth of 4 inches and seeded with playground mix seed and hayed to promote grass growth.
- C. Restore damaged areas of the site or neighboring properties in accordance with the Contract.
- D. Sidewalks that are damaged as the result of building demolition shall be repaired at no additional expense to the City.

END OF SECTION

SECTION 02280

Utility Abandonment

PART 1 GENERAL

1.1 SUMMARY

- A. The determination of the location of existing utilities located above and below ground servicing the site and the building to be demolished.
- B. The capping/plugging, termination and discontinuance of the utilities serving the buildings to be demolished. Caps/plugs, termination and discontinuance are to be permanent.

1.2 SUBMITTALS

- A. Submit to the City, as provided in the submittal requirements Section, material specifications and shop drawings for all materials and equipment furnished under this section, prior to utility termination/protection work.
- B. Submit to the City as-built Drawings showing location of all utility abandonments or relocations. Location shall be by survey location or a minimum of three swing ties to fixed structures to remain.
- C. Work associated with utility abandonment for water and sewer shall be performed by a licensed drain layer.

PART 2 PRODUCTS

2.1 CAPPING MATERIALS

- A. Cast Iron/Ductile Iron Piping - Caps shall be ductile iron and mechanical jointed with individually actuated wedges of same diameter of pipe. Caps are to be "Megalug" as manufactured by EBAA Iron Sales, Inc. or approved equal. Provide concrete thrust blocks.
- B. Asbestos-Concrete Piping – Capping shall be done by installing a transition coupling, a ductile iron nipple and a mechanical joint cap with retainer gland. Provide concrete thrust blocks.
- C. Sanitary and Storm Sewer - Concrete or masonry plugs shall be used.
- D. Copper, Iron Piping - Caps or plugs shall be permanent screwed or silver soldered cap fittings. Termination materials shall be of the same materials as the pipe.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Location - determine from field investigations, electronic utility detectors and test holes the location of utilities to be abandoned.
- B. Utilities shall be terminated at the pole, main or manhole nearest the facility, unless noted otherwise.

- C. All utility shut offs and related inspections shall be coordinated with the City and the affected utility. Contractor shall pay any fees associated with utility terminations. No shut off is to occur without authorization.
- D. Water –Locations of the water lines and associated valves will need to be determined by Contractor in the field. Upon locating the water service, coordinate with the City of Gardner DPW to determine the location of the cap for the service. Capping of water lines will generally require removal at the main located in the street. Do not close valves that will shut off water service to buildings outside the limits of work without the prior written permission of the City. Shut off corporations at the main, and install a threaded cap on the corporation valve. Cut and cap tee connections. All fire hydrants shall remain accessible and functional. Patch any pavement damaged or removed during capping operations, unless noted otherwise.
 - 1. Provide thrust restraint at each termination point by pouring a thrust block or by rodding the cap back to the main.
- E. Electrical, Telephone and Cable – Coordinate with appropriate utility and remove service from the structure to be demolished. All wiring shall be removed to the nearest pole or manhole that is designated to remain. Provide early coordination with electrical and telephone companies to prevent any delays associated with building demolition.
- F. Sanitary and/or Storm Drains – Place concrete or masonry plugs in abandoned sewers and drains prior to backfilling. The concrete plug shall fill the entire area where pipes enter the system. Coordinate with the City of Gardner DPW to determine the location of sanitary sewer and drain line plugs. Sanitary sewer and drain lines will generally require termination and plugs in the street.
- G. Facilitate access to all of the utility terminations for inspection by the City's representative before covering terminations. If the area is covered prior to inspection, the work must be uncovered for inspection. Any and all costs associated with uncovering the work and damages resulting from such uncovering are the sole responsibility of the Contractor.
- H. Maintain all utilities to existing structures outside the limits of work. Notify the City in writing prior to shut off of existing utilities.
- I. Photograph all utility terminations prior to backfilling.

END OF SECTION

APPENDIX A

NORTHEAST ENVIRONMENTAL LABS

11 CLIFF AVE. Suite B. HAMPTON, NH. 03842-3650

December 5, 2016

Mr. Jeffrey Cooke CBO
Building Commissioner
City of Gardner
115 Pleasant St. Room 101
Gardner, MA. 01440

Re: Pre-Renovation Asbestos Inspection: 56-58 Nichols St.
Gardener, MA. 01440

Dear Mr. Cooke,

Enclosed are the analytical results for the samples collected by Northeastern Environmental Labs at the location cited above as requested by you. The sampling was performed on November 29th, 2016 in an effort to identify the accessible asbestos containing building material (ACBM) present.

A total of thirty-four (34) bulk samples were collected from the different accessible suspect ACMB and the samples were analyzed using polarized light microscopy (PLM) to determined possible asbestos content. **Please note that none of the samples taken were found to be asbestos containing.** Enclosed results provide a list of the suspect materials inventories and the analytical results. Please note that although PLM is the method currently recognized in State regulations for asbestos identification in bulk samples, some industry studies have found that PLM may not be sensitive enough to detect all of the asbestos fibers in certain materials. In the event that more definitive results are requested, than NEE Labs recommends that confirmation testing is completed using transmission electron microscopy.

In accordance with current regulatory requirements ACMB that may be impacted or disturbed (such that asbestos fiber release occurs) by renovation, demolition or other such activity must be removed by qualified and licensed asbestos abatement firms. ACMB that will not be impacted by renovation or demolition activity may be left in place if managed properly and materials are left in good condition.

If you have any questions or comments, please do not hesitate to call me at (978) 618-6064.

Respectfully,



John A. Bachand, Esq.
Industrial Hygienist
AA000153
AM 031319
AI 030160



EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / bostonlab@emsl.com

EMSL Order: 131605776

Customer ID: NEEL62

Customer PO: cc/ 466214

Project ID:

Attention: John A. Bachand
Northeast Environmental Labs
11 Cliff Avenue
Hampton, NH 03842-3650

Phone: (978) 618-6064

Fax: (603) 929-5958

Received Date: 11/30/2016 1:27 PM

Analysis Date: 12/01/2016

Collected Date: 11/29/2016

Project: 56-58 Nichols St, Gardner, MA 01440

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
112916-1 <small>131605776-0001</small>	56: Roof - Rolled Asphaltic Roofing	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
112916-2 <small>131605776-0002</small>	56: 1st Fl: Living Rm. - Drywall	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
112916-3 <small>131605776-0003</small>	56: 1st Fl: Bedrm. - Textured Ceiling Mat.	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-4 <small>131605776-0004</small>	56: 1st Fl: Bedrm. - Textured Ceiling Mat.	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-5 <small>131605776-0005</small>	56: 1st Fl: Right Side: Bedrm. - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected
112916-6 <small>131605776-0006</small>	56: 1st Fl: Right Side: Bedrm. - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected
112916-7 <small>131605776-0007</small>	56: 1st Fl: Front Foyer - Linoleum	Black/Green Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
112916-8 <small>131605776-0008</small>	56: 1st Fl: Hallway - Linoleum Debris	White/Black/Blue Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
112916-9 <small>131605776-0009</small>	56: 2nd Fl: Kitchen - 12x12 FT Top Layer	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-10 <small>131605776-0010</small>	56: 2nd Fl: Kitchen - 12x12 FT Bottom Layer	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-11 <small>131605776-0011</small>	56: 2nd Fl - 12x12 Ceiling Tile	Brown Fibrous Homogeneous	90% Min. Wool	10% Non-fibrous (Other)	None Detected
112916-12 <small>131605776-0012</small>	56: 2nd Fl - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected
112916-13 <small>131605776-0013</small>	56: 2nd Fl - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected
112916-14 <small>131605776-0014</small>	56: Bath: 3rd Fl - Lino: Top Layer	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-15 <small>131605776-0015</small>	56: Bath: 3rd Fl - Lino: 2nd Layer	Gray/Yellow Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
112916-16 <small>131605776-0016</small>	56: 3rd Fl: Throughout - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected

Initial report from: 12/01/2016 19:08:36



EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / bostonlab@emsl.com

EMSL Order: 131605776

Customer ID: NEEL62

Customer PO: cc/ 466214

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
112916-17 <small>131605776-0017</small>	56: 3rd Fl: Throughout - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected
112916-18 <small>131605776-0018</small>	56: 3rd Fl: Kitchen - Lino: Top Layer	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-19 <small>131605776-0019</small>	56: 3rd Fl: Kitchen - Lino: Bottom Layer	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-20 <small>131605776-0020</small>	58: Roof - Roofing Cement	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
112916-21 <small>131605776-0021</small>	58: Roof - Roller Roofing	Black Fibrous Homogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
112916-22 <small>131605776-0022</small>	58: Living Rm: 1st - Plaster	Gray/Tan Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
112916-23 <small>131605776-0023</small>	58: Living Rm: 1st - Plaster	Gray/Tan Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
112916-24 <small>131605776-0024</small>	58: 1st Fl: Living Rm - Ceiling Tile	Gray/White Fibrous Homogeneous	30% Cellulose 50% Min. Wool	20% Non-fibrous (Other)	None Detected
112916-25 <small>131605776-0025</small>	58: 1st Fl: Kitchen - 12x12 FT	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-26 <small>131605776-0026</small>	58: 1st Fl: Bath - Linoleum	White/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-27 <small>131605776-0027</small>	58: 2nd Fl: Kitchen - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-28 <small>131605776-0028</small>	58: 2nd Fl: Kitchen - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-29 <small>131605776-0029</small>	58: 2nd Fl: Kitchen - Drywall	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
112916-30 <small>131605776-0030</small>	58: 2nd Fl: Kitchen - Drywall	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
112916-31 <small>131605776-0031</small>	58: 2nd Fl - Plaster	Gray Fibrous Homogeneous	5% Hair	95% Non-fibrous (Other)	None Detected
112916-32 <small>131605776-0032</small>	58: 2nd Fl: Bath - Linoleum	Gray/Tan Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
112916-33 <small>131605776-0033</small>	58: 2nd Fl: Kitchen - 12x12 FT: Top Layer	Black/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112916-34 <small>131605776-0034</small>	58: 2nd Fl: Kitchen - 12x12 FT: Bottom Layer	Tan Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected

Initial report from: 12/01/2016 19:08:36



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Project ID:

Analyst(s)

Kevin Pine (34)

Steve Grise, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3, VT AL998919, Maine Bulk Asbestos BA039

Initial report from: 12/01/2016 19:08:36