

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT
(M.G.L. Ch. 30, Sec. 39M)***

**PROJECT MANUAL:
SIDEWALK SAW CUTTING
INVITATION FOR BID #22-70**

Bid Opening Date: April 21, 2022 at 11:30 a.m.

**APRIL 2022
Ruthanne Fuller, Mayor**

CITY OF NEWTON

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SIDEWALK SAW CUTTING

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END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #22-70

The City of Newton invites sealed bids in accordance with M.G.L. c.30, §39M from Contractors for:

SIDEWALK SAW CUTTING

Bids will be received until: **11:30 a.m., Thursday, April 21, 2022**
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

The work under this Contract shall consist of removing trip hazards of concrete and asphalt from City of Newton sidewalks. A contract will be awarded for a period of one year, with the possibility of two one-year extensions, for a possible term of three years in total. This bid only covers work described in the Contract Documents. Such work shall be performed at multiple public roadway locations situated throughout the City of Newton.

SPECIAL CONSIDERATIONS:

- A. The project may require construction in areas used and/or occupied by businesses, their employees and customers.
- B. Contractor must accommodate customers visiting businesses adjacent to the work zone.
- C. Pedestrian access and safety around a construction area is the responsibility of the Contractor.
- D. Upon completion of the work the affected areas, including areas within the businesses disturbed during construction, contractor shall restore the area to its original condition.
- E. The contractor shall review all project limits with a City engineer prior to commencement of the work.

This Invitation For Bids (IFB) and all related documents and attachments (collectively, "Contract Documents") will be available online at: www.newtonma.gov/bids or pick up at the Purchasing Department after **10:00 A.M. on April 7, 2022**. **Bids must be submitted with one original and one copy.**

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

The costs of any bond and any insurance required in this Invitation For Bid are the responsibility of the bidder; such costs will not be reimbursed by City and should be included in your bid.

It is anticipated work will start when the contractor is issued a Notice to Proceed.

The term of this contract shall extend from July 1, 2022 through June 30, 2023. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all "**on-site**" work.

Once you've downloaded this bid from the internet website www.newtonma.gov/bids, please email (purchasing@newtonma.gov) your company's name, address, email, phone, fax and the INVITATION FOR BID NUMBER (#22-70) and Project Title, so that we may add you to the Bidders List and notify you of any/all addendums.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
April 7, 2022

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
 1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and/or understand local conditions will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, April 15, 2022 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids (IFB) where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an IFB or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #22-70**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #22-70," attached.

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR: **#22-70**
- * NAME OF PROJECT: **Sidewalk Saw Cutting**
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for sidewalk saw cutting. It is the City's intent to award one (1) contract to the responsible and eligible bidder offering the lowest Total Bid based on the sum of all Items at p. 65 below. A contract will be awarded within sixty (60) days, Saturdays, undays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City states in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. In the event that the Bidder wishes to substitute an equal item, it may do so either in its bid or proposal or after the contract is awarded but before a contract is executed, it being understood that the award shall be conditioned on the Bidder providing the item originally specified or an equal item accepted by the City and identified in the contract. In no event shall the Bidder be entitled to offer, or the City obliged to consider, the substitution of an item as equal after execution of a contract. In the event the Bidder substitutes or attempts to substitute an "equal" item after that date, it shall be in breach thereof and be liable for actual and consequential damages resulting from its failure to perform as agreed. The City shall have the sole right to determine whether or not said item is equal.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING

BID FORM #22-70

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SIDEWALK SAW CUTTING

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The Contractor shall insert the Total Bid in ink, in both words and figures.

_____ Dollars and \$ _____
(Contract price shall equal the Total Bid at Item Sheet p. 65 below.)

COMPANY NAME: _____

- D. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Business Category Information Form, 1 page
- Signed Bid Form, 3 pages
- Item Sheet, 1 page

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

Prompt Payment Discount _____% _____ Days

- F. The undersigned agrees that, if selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____

_____ (Name of General Bidder)

BY: _____

_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (City, State Zip)

_____ / _____ (Telephone) (FAX)

_____ (E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

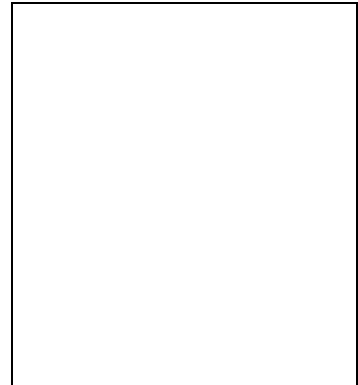
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department

Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #22-70

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Business Category Information Form*

IFB No. 22-70

Sidewalk Saw Cutting

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By: _____

Date:

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Twenty-Two by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

SIDEWALK SAW CUTTING

- II. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

- III. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #22-70 issued by the Purchasing Department;
- c. The Project Manual for: **SIDEWALK SAW CUTTING** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- IV. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- V. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- VI. CONTRACT TERM.** The term of this contract shall **extend from July 1, 2022 through June 30, 2023**. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- VII. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law.
- VIII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- IX. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- X. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XI. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XII. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, 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, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XIII. INSURANCE REQUIREMENTS.** The Vendor shall provide insurance coverage as listed below. This insurance shall be provided at the Vendor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insureds on the Vendor's Liability Policies.

- XIV. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XV. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XVI. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

Date _____

By _____

Commissioner of Public Works

Date _____

Affix Corporate Seal Here

Approved as to Legal Form and Character

Certified that City funds are available in the following account number:
0140120-553102

By _____

Associate City Solicitor

Date _____

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.

CONTRACT & BONDS ARE APPROVED

By _____

Comptroller of Accounts

By _____

Mayor or her designee

Date _____

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

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

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2022 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of____, 2022.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON
GENERAL CONDITIONS OF THE CONTRACT
FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

Definitions

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plans" shall mean plans, and all related drawings, diagrams, profiles and specifications referred to and included in the Project Manual for this contract.

The word "City" shall mean the City of Newton.

The word "Project" shall mean the services which are the subject of the Contract Documents.

The words "Subcontract" and "Subcontractor" shall refer to project contracts between the Contractor and a subcontractor, and the subcontractor thereunder.

The term "Substantial Completion" shall mean either that the work required by the contract has been completed except for the work having a contract price of less than one per cent of the then adjusted contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

ARTICLE 2
Plans, Drawings, Profiles

1. The work shall be done in accordance with Plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said Plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the Plans, and any work shown on the Plans though not mentioned in the contract, is to be provided by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, Plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the Plans and the contract.

Discrepancy in Plans

2. The Contractor shall carefully examine all said Plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

ARTICLE 3
Inspection

The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the Plans, , the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and/or the Engineer and/or persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 4
Change in Plans and Work

The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, Plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between City and Contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

ARTICLE 5
Time and Manner of Doing the Work

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. As applicable, the Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed.

Abandonment of Work by Contractor

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6

Compensation for Work

1. Subject to the provisions of Paragraph 10 of this Article, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

Final and Substantial Completion

4. Upon substantial completion of the work required by the Contract, the Contractor must present to the City Engineer written certification that the work is substantially complete. Within 21 calendar days after such certification is presented, the City Engineer shall present to the Contractor either a written declaration that the work is substantially complete or an itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work is not substantially complete. The City Engineer shall include with such itemized list a date by which the work items must be completed, which date may not be earlier than the date for substantial completion established in the Contract Documents. If the City Engineer does not respond as provided herein within 21 calendar days, then the date of the Contractor's certification shall become the date for effective declaration of substantial completion.

5. Within 15 calendar days after the effective declaration of substantial completion, the City Engineer shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items. Unless delayed by causes beyond the Contractor's control, with an extension of time granted pursuant to Article 8, the Contractor must complete the work items within 45 calendar days after receipt of the list, or by the contractual completion date, whichever is later. If the contractor fails to complete the work within the required time the City may, notwithstanding other rights and remedies at its disposal, and upon seven days written notice to the Contractor terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

6. Within 65 calendar days following the effective declaration of substantial completion, the City Engineer shall issue to the Commissioner who shall cause to be paid to the Contractor a substantial completion estimate which estimate shall consist of the balance of the then current contract price less a one percent retention, the estimated cost to complete incomplete or unsatisfactory work items, the value of any outstanding claims against the Contractor and the sum of all demands for direct payment made pursuant to Article 12 herein, provided that until final acceptance, the City shall retain five percent of the value of all items planted in the ground.

7. The Contractor shall provide written notice to the City Engineer when the work has been brought to final completion. Within ten days following receipt of such notice, and providing his inspection shows no work items remain incomplete or unsatisfactory, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

8. Within 30 calendar days following receipt of final completion, the City shall pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor for incomplete or unsatisfactory work or claims made by or against the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims.

9. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

10. The Contractor shall be paid for any additions, or deductions as provided in Article 4, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

11. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

12. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

13. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 7 Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

Co-operation with Other Contractors

The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 8

Responsibility for Work-Contractor's Responsibility

The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 9

Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 10

Defective Work and Materials

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City.

ARTICLE 11

Laws and Regulations - Contractor to Comply with Law

The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. **The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.** The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



CHARLES D. BAKER
Governor

RAEYNE E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIND COSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Newton
Contract Number: IFB #22-70 **City/Town:** NEWTON
Description of Work: Sidewalk Saw Cutting

Job Location: various locations

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 criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
	06/01/2022	\$42.93	\$9.10	\$17.57	\$0.00	\$69.60
	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
	06/01/2022	\$42.93	\$9.10	\$17.57	\$0.00	\$69.60
	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						

Issue Date: 03/28/2022

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2022	\$57.15	\$11.39	\$22.34	\$0.00	\$90.88
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.34	\$0.00	\$62.31
2	60	\$34.29	\$11.39	\$22.34	\$0.00	\$68.02
3	70	\$40.01	\$11.39	\$22.34	\$0.00	\$73.74
4	80	\$45.72	\$11.39	\$22.34	\$0.00	\$79.45
5	90	\$51.44	\$11.39	\$22.34	\$0.00	\$85.17

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68
2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13
3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63
4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86
5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$56.36/ 7&8 \$62.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS -ZONE 2 (Wood Frame)</i>	04/01/2021	\$27.87	\$7.21	\$5.80	\$0.00	\$40.88
	04/01/2022	\$28.62	\$7.21	\$5.80	\$0.00	\$41.63
	04/01/2023	\$28.97	\$7.21	\$5.80	\$0.00	\$41.98

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$13.94	\$7.21	\$0.00	\$0.00	\$21.15
2	50	\$13.94	\$7.21	\$0.00	\$0.00	\$21.15
3	55	\$15.33	\$7.21	\$2.00	\$0.00	\$24.54
4	55	\$15.33	\$7.21	\$2.00	\$0.00	\$24.54
5	70	\$19.51	\$7.21	\$5.80	\$0.00	\$32.52
6	70	\$19.51	\$7.21	\$5.80	\$0.00	\$32.52
7	80	\$22.30	\$7.21	\$5.80	\$0.00	\$35.31
8	80	\$22.30	\$7.21	\$5.80	\$0.00	\$35.31

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$14.31	\$7.21	\$0.00	\$0.00	\$21.52
2	50	\$14.31	\$7.21	\$0.00	\$0.00	\$21.52
3	55	\$15.74	\$7.21	\$2.00	\$0.00	\$24.95
4	55	\$15.74	\$7.21	\$2.00	\$0.00	\$24.95
5	70	\$20.03	\$7.21	\$5.80	\$0.00	\$33.04
6	70	\$20.03	\$7.21	\$5.80	\$0.00	\$33.04
7	80	\$22.90	\$7.21	\$5.80	\$0.00	\$35.91
8	80	\$22.90	\$7.21	\$5.80	\$0.00	\$35.91

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$19.75/ 3&4 \$24.54/ 5&6 \$32.52/ 7&8 \$35.31

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEWTON)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Issue Date: 03/28/2022

Wage Request Number: 20220328-023

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 1	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
2	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
3	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
4	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
5	50	\$28.66	\$13.00	\$16.10	\$0.00	\$57.76
6	55	\$31.53	\$13.00	\$16.58	\$0.00	\$61.11
7	60	\$34.39	\$13.00	\$17.04	\$0.00	\$64.43
8	65	\$37.26	\$13.00	\$17.52	\$0.00	\$67.78
9	70	\$40.12	\$13.00	\$17.98	\$0.00	\$71.10
10	75	\$42.99	\$13.00	\$18.46	\$0.00	\$74.45

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.50
6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.92
7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.33
8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.74
9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.14
10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.56

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR 01/01/2022 \$65.62 \$16.03 \$20.21 \$0.00 \$101.86
ELEVATOR CONSTRUCTORS LOCAL 4

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i>	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45
/ COMMISSIONING <i>ELECTRICIANS</i>						
	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$17.57	\$0.00	\$51.17
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10
 Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER 12/01/2021 \$51.38 \$14.00 \$16.05 \$0.00 \$81.43
 OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS 12/01/2021 \$33.69 \$14.00 \$16.05 \$0.00 \$63.74
 OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
GLAZIERS LOCAL 35 (ZONE 2)	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
	06/01/2022	\$42.93	\$9.10	\$17.57	\$0.00	\$69.60
	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2022	\$50.60	\$8.20	\$26.50	\$0.00	\$85.30
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$30.36	\$8.20	\$26.50	\$0.00	\$65.06
2	70	\$35.42	\$8.20	\$26.50	\$0.00	\$70.12
3	75	\$37.95	\$8.20	\$26.50	\$0.00	\$72.65
4	80	\$40.48	\$8.20	\$26.50	\$0.00	\$75.18
5	85	\$43.01	\$8.20	\$26.50	\$0.00	\$77.71
6	90	\$45.54	\$8.20	\$26.50	\$0.00	\$80.24

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

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

Issue Date: 03/28/2022

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$9.10	\$17.57	\$0.00	\$51.38
2	70	\$28.83	\$9.10	\$17.57	\$0.00	\$55.50
3	80	\$32.94	\$9.10	\$17.57	\$0.00	\$59.61
4	90	\$37.06	\$9.10	\$17.57	\$0.00	\$63.73

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.31	\$9.10	\$17.57	\$0.00	\$51.98
2	70	\$29.53	\$9.10	\$17.57	\$0.00	\$56.20
3	80	\$33.74	\$9.10	\$17.57	\$0.00	\$60.41
4	90	\$37.96	\$9.10	\$17.57	\$0.00	\$64.63

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
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Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$9.10	\$17.57	\$0.00	\$51.38
2	70	\$28.83	\$9.10	\$17.57	\$0.00	\$55.50
3	80	\$32.94	\$9.10	\$17.57	\$0.00	\$59.61
4	90	\$37.06	\$9.10	\$17.57	\$0.00	\$63.73

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	06/01/2024	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	01/03/2022	\$45.52	\$8.58	\$21.57	\$0.00	\$75.67
	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42

Issue Date: 03/28/2022

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.04	\$8.58	\$5.72	\$0.00	\$39.34
2	65	\$29.59	\$8.58	\$17.93	\$0.00	\$56.10
3	75	\$34.14	\$8.58	\$18.98	\$0.00	\$61.70
4	85	\$38.69	\$8.58	\$20.01	\$0.00	\$67.28

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.00	\$8.58	\$5.72	\$0.00	\$40.30
2	65	\$30.73	\$8.58	\$17.93	\$0.00	\$57.24
3	75	\$35.45	\$8.58	\$18.98	\$0.00	\$63.01
4	85	\$40.18	\$8.58	\$20.01	\$0.00	\$68.77

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER LABORERS - ZONE 1	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23
4	65	\$28.96	\$8.65	\$7.41	\$0.00	\$45.02
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$8.65	\$0.00	\$0.00	\$29.96
2	55	\$23.44	\$8.65	\$6.27	\$0.00	\$38.36
3	60	\$25.57	\$8.65	\$6.84	\$0.00	\$41.06
4	65	\$27.70	\$8.65	\$7.41	\$0.00	\$43.76
5	70	\$29.83	\$8.65	\$19.63	\$0.00	\$58.11
6	75	\$31.97	\$8.65	\$20.20	\$0.00	\$60.82
7	80	\$34.10	\$8.65	\$20.77	\$0.00	\$63.52
8	90	\$38.36	\$8.65	\$21.91	\$0.00	\$68.92

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2022

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-8 showing wage progression from \$21.58 to \$38.84.

Effective Date - 07/01/2022

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-8 showing wage progression from \$22.18 to \$39.92.

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Summary table with 7 columns: Classification, Effective Date, Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for PAINTER / TAPER (BRUSH, REPAINT) from 01/01/2022 to 01/01/2025.

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29

Notes:

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

Apprentice to Journeyworker Ratio:**

PIPELAYER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$61.79	\$14.07	\$18.36	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.63	\$14.07	\$6.63	\$0.00	\$42.33
2	40	\$24.72	\$14.07	\$7.52	\$0.00	\$46.31
3	55	\$33.98	\$14.07	\$10.24	\$0.00	\$58.29
4	65	\$40.16	\$14.07	\$12.04	\$0.00	\$66.27
5	75	\$46.34	\$14.07	\$13.85	\$0.00	\$74.26

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.22	\$14.07	\$6.63	\$0.00	\$42.92
2	40	\$25.40	\$14.07	\$7.52	\$0.00	\$46.99
3	55	\$34.92	\$14.07	\$10.24	\$0.00	\$59.23
4	65	\$41.27	\$14.07	\$12.04	\$0.00	\$67.38
5	75	\$47.62	\$14.07	\$13.85	\$0.00	\$75.54

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$69.00, Step5 with lic\$76.87

Apprentice to Journeyworker Ratio: **

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2021	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	06/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	12/01/2022	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	06/01/2023	\$45.18	\$9.10	\$17.57	\$0.00	\$71.85
	12/01/2023	\$46.43	\$9.10	\$17.57	\$0.00	\$73.10

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Rosenfeld (Walpole)</i>	01/01/2022	\$25.00	\$11.96	\$8.00	\$0.00	\$44.96
	05/01/2022	\$25.75	\$11.96	\$8.00	\$0.00	\$45.71
	01/01/2023	\$25.75	\$12.46	\$8.00	\$0.00	\$46.21
	05/01/2023	\$26.40	\$12.46	\$8.00	\$0.00	\$46.86
	01/01/2024	\$26.40	\$12.96	\$8.00	\$0.00	\$47.36
	05/01/2024	\$27.00	\$12.96	\$8.00	\$0.00	\$47.96
	01/01/2025	\$27.00	\$13.46	\$8.00	\$0.00	\$48.46
	05/01/2025	\$27.60	\$13.46	\$8.25	\$0.00	\$49.31
	01/01/2026	\$27.60	\$13.96	\$8.25	\$0.00	\$49.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofér Waterproofing &Roofér Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

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.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 -A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89
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Apprentice - SHEETMETAL WORKER - Local 17-A

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2022	\$64.36	\$10.44	\$22.10	\$0.00	\$96.90
	10/01/2022	\$66.06	\$10.44	\$22.10	\$0.00	\$98.60
	03/01/2023	\$67.76	\$10.44	\$22.10	\$0.00	\$100.30
	10/01/2023	\$69.51	\$10.44	\$22.10	\$0.00	\$102.05
	03/01/2024	\$71.31	\$10.44	\$22.10	\$0.00	\$103.85
	10/01/2024	\$73.11	\$10.44	\$22.10	\$0.00	\$105.65
	03/01/2025	\$74.91	\$10.44	\$22.10	\$0.00	\$107.45

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.53	\$10.44	\$12.35	\$0.00	\$45.32
2	40	\$25.74	\$10.44	\$13.10	\$0.00	\$49.28
3	45	\$28.96	\$10.44	\$13.85	\$0.00	\$53.25
4	50	\$32.18	\$10.44	\$14.60	\$0.00	\$57.22
5	55	\$35.40	\$10.44	\$15.35	\$0.00	\$61.19
6	60	\$38.62	\$10.44	\$16.10	\$0.00	\$65.16
7	65	\$41.83	\$10.44	\$16.85	\$0.00	\$69.12
8	70	\$45.05	\$10.44	\$17.60	\$0.00	\$73.09
9	75	\$48.27	\$10.44	\$18.35	\$0.00	\$77.06
10	80	\$51.49	\$10.44	\$19.10	\$0.00	\$81.03

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.12	\$10.44	\$12.35	\$0.00	\$45.91
2	40	\$26.42	\$10.44	\$13.10	\$0.00	\$49.96
3	45	\$29.73	\$10.44	\$13.85	\$0.00	\$54.02
4	50	\$33.03	\$10.44	\$14.60	\$0.00	\$58.07
5	55	\$36.33	\$10.44	\$15.35	\$0.00	\$62.12
6	60	\$39.64	\$10.44	\$16.10	\$0.00	\$66.18
7	65	\$42.94	\$10.44	\$16.85	\$0.00	\$70.23
8	70	\$46.24	\$10.44	\$17.60	\$0.00	\$74.28
9	75	\$49.55	\$10.44	\$18.35	\$0.00	\$78.34
10	80	\$52.85	\$10.44	\$19.10	\$0.00	\$82.39

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45
	09/01/2022	\$46.42	\$13.00	\$18.87	\$0.00	\$78.29
	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
2	45	\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
3	50	\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
4	50	\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
5	55	\$24.59	\$13.00	\$15.43	\$0.00	\$53.02
6	60	\$26.83	\$13.00	\$15.79	\$0.00	\$55.62
7	65	\$29.06	\$13.00	\$16.16	\$0.00	\$58.22
8	70	\$31.30	\$13.00	\$16.53	\$0.00	\$60.83
9	75	\$33.53	\$13.00	\$16.91	\$0.00	\$63.44
10	80	\$35.77	\$13.00	\$17.27	\$0.00	\$66.04

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
2	45	\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
3	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
4	50	\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
5	55	\$25.53	\$13.00	\$15.51	\$0.00	\$54.04
6	60	\$27.85	\$13.00	\$15.88	\$0.00	\$56.73
7	65	\$30.17	\$13.00	\$16.26	\$0.00	\$59.43
8	70	\$32.49	\$13.00	\$16.62	\$0.00	\$62.11
9	75	\$34.82	\$13.00	\$17.00	\$0.00	\$64.82
10	80	\$37.14	\$13.00	\$17.37	\$0.00	\$67.51

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$63.39	\$13.57	\$17.26	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2022

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

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

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

WEEKLY PAYROLL REPORT FORM

Company Name:

Prime Contractor

Project Name:

Subcontractor

Awarding Auth.:

List Prime Contractor:

Work Week Ending:

Employer Signature:

Print Name & Title:

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

LOCATION OF WORK

The exact limits of work be reviewed and delineated with the Engineer in the field prior to the Contractor beginning work. The Contractor is responsible for taking accurate measurements of actual field conditions prior to ordering proposed materials or beginning construction.

ITEM SHEETS

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut.

Example: If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows:

$$(1'' + 0'') / 2 \times 4' = 2 \text{ inch-feet}$$

$$2 \times \text{price per inch foot} = \$ \text{ total cost of trip hazard}$$

All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may necessitate. Regardless of the amount of the actual quantities, the Unit Price shall be that set forth below.

Estimated Quantity	Unit Price	Total Bid (Estimated Quantity x Unit Price)
500 inch feet	Inch Foot	

TOTAL BID:

The Total Bid must be inserted in Paragraph "C" of the BID FORM.

- The scheduling of this work shall be solely at the discretion of the Engineer.
- The scope of the work is subject to modification as the operations progress. In addition, the day-to-day operational aspects may also be subject to modification as the Engineer shall so direct (i.e. final depth, dates & scheduled periods, length of sidewalks).

END OF SECTION

GENERAL REQUIREMENTS

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

The purpose of this section is to define the basis of measurement and payment for the unit price or lump sum items listed in these Contract Documents.

1.02 BASIS OF MEASUREMENT AND PAYMENT

Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the MassDOT Standard Specifications, unless modified in the Special Provisions and the Construction Specifications.

1.03 UNIT PRICES

Contractor shall submit monthly a detailed invoice setting forth the services performed in accordance with the formula for saw cutting calculations.

Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut.

Example: If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows: $(1'' + 0'') / 2 \times 4' = 2$ inch-feet

$2 \times \text{price per inch foot} = \$ \text{total cost of trip hazard}$

***All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.**

1.04 PRICES INCLUDE

- A. The prices stated in the Proposal include full compensation not only for furnishing all the labor, equipment and material needed for, and for performing the work contemplated by, the Contract, but also for assuming all risks of any kind for expenses arising to facilitate the work in a timely manner and all items and incidentals included in the Contract Documents.
- B. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

1.05 PAYMENT

- A. In general, payment will be made for all Contract work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the Owner and Contractor which has been completed and approved.
- B. Each application for payment will indicate the total of a minimum percent retainage, held by the Owner on the total of all work completed under the contract and approved for payment to-date.
- C. Monthly applications for payment may also indicate reduction or increase of the total Contract price when an approved change order results in a net reduction or net increase in the cost and quantity of work to be performed under the Contract.
- D. Special billings and charges against the Contract as credit or payment to the Owner, that are not for change order work, may be subtracted from monies due on any monthly application for payment but shall not serve to reduce the total Contract price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work which is incorporated in or made necessary by the Work.

1.06 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
 - 1. Equip air compressors with Silencers, and power equipment with mufflers.
 - 2. Manage vehicular traffic and scheduling to reduce noise.

1.07 POLLUTION CONTROL

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

SCOPE OF WORK

The work under this Contract shall consist of furnishing all necessary labor, materials and equipment required to saw cut sidewalk trip hazards as directed by the City Engineer. All other work described in the Contract Documents unless specifically indicated as not to be done. The work shall be performed at multiple municipal roadway locations situated throughout the City of Newton.

All work done under this contract shall be in conformance with:

- the City of Newton Standard Specifications and General Construction Details,
- the Massachusetts Highway Department (MHD) Standard Specifications for Highway and Bridges dated 1995 and the English Supplemental Specifications dated June 6, 2006,
- the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988, the Supplemental Specifications dated July 1, 2015,
- the 2017 Construction Standards and the Supplemental Drawings dated April 2003,
- the 2006 Massachusetts Highway Department Project Development and Design Guide dated February 25, 2010,
- the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) with revisions and Massachusetts Amendments,
- the 1990 Standard Drawings for Signs and Supports,
- the 1968 Standard Drawings for Traffic Signals and Highway Lighting,
- the latest edition of American Standard for Nursery Stock,
- the Contract Project Manual with any Project Addenda.

The General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division I of the MassDOT Standard Specifications.

References within the Standard Specifications to MassDOT, the Department, or the Engineer shall, for the purposes of this Contract, be construed to mean the City of Newton or its designated representative.

PROTECTION OF PERSONAL PROPERTY

The Contractor shall exercise due care when working around all personal property and roadside features which are to remain. Trees to remain within work limits shall have tree protection. Any damage resulting from the actions of the Contractor, shall be replaced and/or repaired by the Contractor as directed by the Engineer. No further compensation will be due the Contractor for the materials and labor required to protect personal property, roadside features to remain or protection for trees.

Specifications for Sidewalk Improvements

Contractor must repair all sidewalk trip hazards from 1/2" and up to 2" in designated work areas.

Contractor must be able to initiate work within 10 days of contract award from City, and must provide data from current and previous projects (as well as customer contact information for those projects) to demonstrate contractor's ability and experience with this type of work.

Contractor must saw cut the hazards, grinding or other methods of hazard removals are not authorized.

Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.

Contractor may not use any type of "fill" material that deteriorates or breaks apart over time.

Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the contractor must be notified immediately and damages must be repaired at the contractor's expense within 24 hours of the time the damage occurred. The footprint of the equipment must fit a 3 to 4 foot wide sidewalk panel.

Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

***Contractor must use a data collection device that records the details of the work and transmit the data electronically. The recording device must be able to record sizes of hazards, gps coordinates, hazard locations plotted to a map, address, and also provide this data electronically in order to integrate into a GIS system.**

***Contractor must electronically submit an itemized summary of all repaired hazards** which includes:

- The specific hazard height – both high side and low side measurement – in 8ths of an inch
- The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an “inch-foot” total
- The total width of actual repair to the nearest 1/2 foot
- The physical location (address) of each repair along with GPS coordinates for integration into GIS systems

Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.

Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

Contractor must be able to respond to any emergency work within 48 hours of notification.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

Contractor must provide a Safety Plan per the Manual of Standard Specifications or must provide an employee safety manual that is specific to this type of work.

All work shall comply with OSHA and ADA standards.

Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

Contractor must be able to perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

Contractor’s trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving an absolute zero point of differential between slabs. Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

Contractor must prevent slurry from entering storm drains to avoid contamination or excessive environmental impact.

Contractor must use a dust abatement system, which limits the dust emitted from the equipment.

***No water-cooling is allowed which creates slurry and contaminates storm drains or causes excessive environmental impact. Contractor must use a dust abatement system, which limits the dust emitted from the equipment.**

***Contractor must guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.**

***Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.**

***The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.**

*** Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.**