# CITY OF NEWTON PURCHASING DEPARTMENT

## PROJECT FOR PUBLIC BUILDINGS

## **PROJECT MANUAL:**

Installation of Solar Panels at Newton Community Farm

INVITATION FOR BID #22-79

Pre-Bid Meeting: April 28, 2022 at 10:00 a.m.

Bid Opening Date: May 12, 2022 at 10:00 a.m.

**APRIL 2022** 

Ruthanne Fuller, Mayor

## **CITY OF NEWTON**

## PURCHASING DEPARTMENT

## **INVITATION FOR BID #22-79**

The City of Newton invites sealed bids in accordance with M.G.L. c.149 from Contractors for

#### INSTALLATION OF SOLAR PANELS AT NEWTON COMMUNITY FARM

Pre-Bid Meeting: 10:00 a.m., Thursday, April 28, 2022, Newton City Hall, Room 108 (Not Mandatory)

Bids will be received until 10:00 a.m., Thursday, May 12, 2022

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the dealine for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: <a href="www.newtonma.gov/bids">www.newtonma.gov/bids</a> after: 10:00 a.m., April 21, 2022. Bidders are responsible for downloading the specifications from the City's web site at <a href="www.newtonma.gov/bids">www.newtonma.gov/bids</a>. Bidders are requested to email the Purchasing Department (<a href="purchasing@newtonma.gov">purchasing@newtonma.gov</a>) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e., #22-79) they have downloaded.

It is the City's intent to award one (1) contract to the lowest responsible and eleigible bidder.

## The term of the contract shall extend from July 1, 2022 to completion of the work on June 30, 2023.

In order for a bidder to be considered for the Installation of Solar Panels at Newton Community Farm contract hereunder, it must meet the Bidder Qualifications set forth in **Exhibit A**.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. 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. Awards will be made to the responsible and eligible bidders offering the lowest Total Proposed Contract Price in paragraph "C" of the Bid Form. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submisssion date. Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. 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.

All bids shall be submitted as one ORIGINAL and one COPY. Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discriminitation and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, <a href="www.newtonma.gov/bids">www.newtonma.gov/bids</a> Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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: <a href="mailto:jfairley@newtonma.gov">jfairley@newtonma.gov</a> or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

Nicholas Read Chief Procurement Officer

April 21, 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 work site and the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or become familiar with the works site and 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/or local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, May 6** at 12:00 noon.
- 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.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at <a href="https://www.newtonma.gov/bids">www.newtonma.gov/bids</a>.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (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.
- 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 <a href="mailto:purchasing@newtonma.gov">purchasing@newtonma.gov</a> 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 #22-79.

## **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 "Bid Form #22-79," 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 IFB. 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 submisssion 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 #22-79
  - \* NAME OF PROJECT: Installation of Solar Panels at the Newton Farm
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 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

- 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 bids to provide the services in **Exhibit B: Scope of Work**, below. It is the City's intent to award to one (1) contract to the responsive and eligible Bidder which meets all Bidder Qualifications and offers the lowest Total Proposed Contract Price as set forth in attached Bid Form #22-79. A contract will be awarded within sixty (60) days, Saturdays, Sundays, 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 all the requirements of the IFB; (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 has 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 state 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. Bidders wishing to provide an equal item should do so with their bids. 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.

## **CITY OF NEWTON**

## INSTALLATION OF SOLAR PANELS AT NEWTON COMMUNITY FARM BID FORM #22-79

## TO THE AWARDING AUTHORITY:

**A.** The undersigned proposes to furnish all labor and materials required for Installation Of Solar Panels At Newton Community Farm in accordance with the Exhibit B to IFB 22-79 (Scope of Work) prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B.	This bid includes addenda number(s)	),,,
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C. The Total Proposed Contract Price shall be computed as follows

## 1) Contractor Preliminary Design

AC System Size	XXX kW AC
DC System Size	XXX kW DC
Production Estimate	XXX kWh per year   (XXX kWh/kW-DC/yr)
Please use Boston Logan weather station data.	
Shading Loss Estimate	%
Behind-the-Meter or Standalone Meter?	BTM or Standalone
Panel Make & Model	(Count) Make & Model
Inverter Make & Model	(Count) Make & Model
Optimizer Make & Model	(Count) Make & Model
Battery Make & Model	(Count) Make & Model
Battery Inverter Make & Model (IF	(Count) Make & Model
SEPARATE from PV Inverter)	
Additional Battery Equipment (Gateway,	
Charge Controller, etc.)	
Racking Make & Model	(Count) Make & Model
Racking Tilt	degrees
Racking Interrow Spacing	inches
Revenue Grade Meter Make & Model	Make & Model
Customer-Side Transformer Required	Yes or No
Proposed Location of Customer Utility Meter	Inside or Outside
Proposed Location of New SMART Meter	Inside or Outside
Layout of Panels and Electrical Equipment	Please attach separately.
Including tilt & azimuth, conduit, inverter and	
disconnect(s)	
Production Report with System Loss	Please attach separately
Assumptions	

## 2) EPC Price & Adders

Item	Cost (\$)	(\$/W)	Description
Base EPC Price			
Structural Reinforcement			
Building Electric System Upgrade			
Fixing Code Violations			
Ensuring Roof Warranty Is Not Voided			
Cellular or Wireless Communication			Duration of data plan (10+ yrs.): yrs.
Snow Guards			
Extended Inverter Warranty			Term of warranty: yrs.
Workmanship Warranty			Term of warranty: yrs.  Please provide a copy of the warranty.
Other (Please Specify)			
Total Proposed Contract Price (EPC Price Including Adders)			

TOTAL PROPOSED CONTRACT PRICE:		
DOLLARS (\$	)	
COMPANY:		

- **D.** The undersigned has completed and submits herewith the following documents:
  - □ Signed, Bid Form, 4 pages
  - □ 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
  - □ 5% Bid Surety
  - □ Business Category Information Form, 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		Davs

F. The undersigned agrees that, if s/he is selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general 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 provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

THE SPACE LEFT BLANK INTENTIONALLY

<u> </u>	
	(Name of General Bidder)
	BY:
	(Signature)
	(Printed Name and Title of Signatory)
	(Business Address)
	(City, State & Zip)
	(Telephone) / (FAX)
	(E-Mail)

**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; and if an individual, give residential address if different from business address.

## **END OF SECTION**

## **Exhibit A: Bidder Qualifications IFB 22-79**

303 Nahanton St, Newton MA (Newton Community Farm)

## How to use this form:

This IFB Response Form is for the solar system planned for 303 Nahanton St, Newton, MA. This form is designed to establish that the bidders meets minimum eligibility requirements.

- 1. Enter contact information for your organization.
- 2. Confirm that you meet the minimum requirements.
- 3. Fill out the green spaces as indicated.
- 4. By submitting a signed Bid Form you certify the accuracy of responses in the Bidder Qualifications form.
- 5. Submit this form and any attachments with your bid.

## 1) Company Profile:

**Contractor Information and Eligibility:** 

Business Name	
<b>Business Address</b>	
Main Point of Contact Name	
Contact Title	
<b>Contact Phone Number</b>	
Contact Email Address	

## 2) Minimum Eligibility Requirements<sup>1</sup>

Please affirm that you have met the following eligibility requirements for response:	Have you met this requirement? (Yes/No)
Will adhere to Massachusetts Prevailing Wage Law	
Have required OSHA 10 training for employees	
Have installed a minimum of one hundred (100) solar PV projects in Massachusetts <b>OR</b> have installed solar PV for a minimum of five (5) years in Massachusetts.	
Is a professional contractor licensed to conduct business in Massachusetts.	
Has completed at least three (3) behind-the-meter onsite battery storage projects in the past	

Project Manual #22-79 - Installation of Solar Panels at Newton Community Farm

<sup>&</sup>lt;sup>1</sup> All Minimum Eligibility Requirements must be met.

5 years	
Has completed at least one residential rooftop solar project in Newton in the past 5 years	
Includes on the project team at least one electrician holding a valid and current Massachusetts electrical license enabling them to perform any electrical work on the solar PV project.	
Is able to complete the scope of work as detailed in Section 5 of RFP [Insert #], including the project specifications and timeline	
Is able conduct a site audit	
Is able to apply for interconnection and incentive applications	
Is able to build the system as specified.	
Agrees to procure and use materials that are compatible with each other and which meets the requirements of the 2020 NEC and the 9th edition of the Massachusetts State Building Code.	
Is able to preserve roof warranty through coordination of a pre- and post-installation roof inspection and roof warranty documentation.	
Is able to guarantee a 5-year workmanship warranty	
Is able to meet the following minimum insurance requirements:	
<ul> <li>Workers' Compensation and Employer's Liability Insurance \$1,000,000</li> <li>Commercial General Liability Insurance \$1,000,000/2,000,000</li> <li>Automobile Liability Insurance \$1,000,000</li> </ul>	

## **Exhibit B: SCOPE OF WORK IFB 22-79**

## 1) Existing Site Conditions

Site Address	303 Nahanton Street, Newton MA
Customer	Newton Community Farm
Roofing Material Write replacement material if new roof	Asphalt Shingle
Roof Pitch	Other
Year of Last Roof Replacement	N/A
Roof Warranty Provider	N/A
Utility Account #	2905 668 0019
Utility Meter #	2598978
Utility	Eversource East
Phase and Voltage of Service	Assumed Single-Phase, 120 v. Please Verify at Site Visit.
Access to Structural Components	Yes
Existing Electric Equip Location	Electrical Room
Access to Bathrooms on Site	Yes
Building Drawings Attached	Yes
Construction Staging Notes	TBD by EPC during Site Visit
Additional Notes	

## 2) PV Design Preferences

AC System Size	We estimate 6 kW AC
DC System Size	We estimate 10.05 kW DC, but please max out roof.
Production Estimate	Estimated 1,261 kWh/kW DC/yr.
	Please use Boston Logan weather station data.
Design Preferences	In order:
	1. Size preference (Max out roof)
	2. Cost preference (Lowest \$/W)
	3. Maximize Yield
	4. Aesthetic Layout
Incentive Type	SMART
Behind-the-Meter or Standalone Meter?	Behind-the-meter
Panel Make & Model	Preference: Tier 1 Panels
Inverter Make & Model	Please include RGM equipment
Optimizer Make & Model	Preference: N/A
Racking Make & Model	Preference: N/A
Racking Tilt	No tilt
Racking Interrow Spacing	No interrow spacing
Revenue Grade Meter Required?	No
Roof Penetrations Allowed if Needed?	Yes
Target Setback	Minimum to enable building permit in given municipality.

Conduit Location Preference	None
External Equipment Location Preference	None
Temporary Safety Attachments Allowed if	Yes, 10-year warranty required on patch
Needed	
Additional Notes	This is a historic building and should use all-black panels to
	preserve aesthetic quality of the building exterior
Preliminary Site Layout	

## 3) Battery Design Preferences

Design Goals	Bids should be based on the assumption that BESS will back up the entire house panel (no-sub panel required)
Preferred Battery Manufacturer	Tesla Powerwall
Preferred Battery Capacity	13.5 kWh
Load Isolation Required?	Yes
SMART Eligibility	System should meet minimum eligibility criteria for storage adder.

## 4) Expected Contract Terms & Project Timeline

Financier	N/A – Direct Purchase
Equipment Warranties Required	N/A
Labor Warranty Required	N/A
Roof Warranty	Roof warranty must not be voided.
Production Guarantee Term & Output	N/A
O&M Required?	N/A
Target Construction Start Date	8/13/2022
Safe Harbor Present Tax Credit Value?	No
Safe Harbor Requirements if Applicable	N/A
Particular Document Requirements	N/A

Guaranteed Final Completion Date	180 calendar days from NTP
Liquidated Damages	\$0.15/W
Commissioning Protocol	Provide access and training for monitoring and battery management

## **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 for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

				CORPORATION:	
IS YOUR BUSINESS A	A <b>MBE</b> ?YES	NO <b>WBE</b> ?	YES	NO or <b>MWBE</b> ?	YES
LIST ALL CONTRACT		N HAND, SHOWIN	G CONTRA	CT AMOUNT AND A	ANTICIPA
HAVE YOU EVER FAI YES IF YES, WHERE AND	NO	TE A CONTRACT A	AWARDED	TO YOU?	
HAVE YOU EVER DE IF YES, PROVIDE DET		CONTRACT?	YES	NO	
LIST YOUR VEHICLE	S/EQUIPMENT AV	VAILABLE FOR TH	IS CONTRA	ACT:	
IN THE CDACES FOLL	OWING PROVID	E INICORMATION E	DECARDA	C CONTRACTS CON	
				G CONTRACTS COM UM OF FOUR (4) CO	

**END OF SECTION** 

10.

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjusubmitted in good faith and without collusion or fi mean any natural person, business, partnership, coindividuals.	raud with any other person. As used in this cer	tification, the word "person" shall
	(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:	

<sup>\*</sup> The provision in this Certification relating to child support applies only when the Contractor is an individual.

<sup>\*\*</sup> Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

<sup>\*\*\*</sup> 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, of:	organized, or chartered as a co	rporation under the laws
(Jurisdiction)		
The undersigned further certifies that it has complied with the requ	irements of M.G.L. c. 30, §391	L (if applicable) and with
the requirements of M.G.L. c. 156D, §15.03 relative to the registrati	on and operation of foreign co	orporations 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



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 #22-79

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.

		(Name)
		(Company)
		(Address)
DIJONE	TAX	(Address)
PHONE	FAX	
EMAIL		
		Signature
		Date

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

## (Rev. October 2007) Internal Revenue Service

Name (as shown on your income tax return)

## **Request for Taxpayer Identification Number and Certification**

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

pade	Business name, if different from above				_
on pa	Business maine, in uniferent from above				
Print or type Specific Instructions on	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=pa ☐ Other (see instructions) ►		$\mathbf{X}_{ extstyle{payee}}^{ extstyle{Exempt}}$		
Print ic Inst	Address (number, street, and apt. or suite no.)	Requester's	name and ad	Idress (optional)	
Specif	City, state, and ZIP code				
See					
Pa	rt I Taxpayer Identification Number (TIN)				_
back alier	or your TIN in the appropriate box. The TIN provided must match the name given on Line 1 kup withholding. For individuals, this is your social security number (SSN). However, for a ren, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> o	sident ties, it is	Social secur	ity number	
	e. If the account is in more than one name, see the chart on page 4 for guidelines on whose ber to enter.	e	Employer ide	entification number	
Pa	rt II Certification				
Und	er penalties of perjury, I certify that:				
1. 1	The number shown on this form is my correct taxpayer identification number (or I am waiting	g for a numl	per to be iss	sued to me), and	
	am not subject to backup withholding because: (a) I am exempt from backup withholding, Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to rep notified me that I am no longer subject to backup withholding, and				
3. 1	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 Name Here U.S. person ▶

## 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  $\hat{W}$ -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:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - 2. Certify that you are not subject to backup withholding, or
- 3. 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

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,

Cat. No. 10231X Form W-9 (Rev. 10-2007)

## **Business Category Information Form\***

IFB No. 22-79

## **Installation of Solar Panels at Newton Community Farm**

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	

 $\square$  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:			

<sup>\*</sup>Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

## **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	y and between th	e CITY OF
NEWTON, a municipal corporation	organized and	existing under the l	laws of the Cor	mmonwealth of	Massachusetts, l	nereinafter
referred to as the CITY, acting throu	gh its Chief Pro	ocurement Officer,	but without pe	ersonal liability	to him, and	

hereinafter referred to as the CONTRACTOR.

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

I. SCOPE 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:

## INSTALLATION OF SOLAR PANELS AT NEWTON COMMUNITY FARM

- **II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
  - a. This CITY-CONTRACTOR Agreement
  - b. The City's Invitation For Bid #22-79 issued by the Purchasing Department;
  - c. The Project Manual for INSTALLATION OF SOLAR PANELS AT NEWTON COMMUNITY FARM 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.

- **III. 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.
- IV. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM. The term of the contract shall extend from July 1, 2022 through June 30, 2023, by which time the project shall have been completed.
- VI. 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 following completion and acceptance of the work authorized in accordance with the Contract.

The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

- VII. 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.
- VIII. 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.
- IX. 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.
- **X. 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.
- XI. 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.
- XII. 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 occurren

Property Damage \$300,000 each occurrence \$500,000 aggregate

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

The Vendor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Vendor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award.

If the City is damaged by the Vendor's failure to maintain such insurance and to so notify the City, then the Vendor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

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

CITY OF NEWTON

CONTRACTOR

CONTRACTOR	CITT OF NEW FOR
By	
Print Name	ByChief Procurement Officer
Title	Date
Date	
	By
Affix Corporate Seal Here	
Certified that City funds are available in the following accounts:  I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders	Approved as to Legal Form and Character  By
By	Date
Date	CONTRACT AND BONDS APPROVED
	By
	Date

## **CERTIFICATE OF AUTHORITY - CORPORATE**

1.	I hereby certify that I am the Clerk/Secretary of					
	(i	insert full name of Corporation)				
2.	corporation, and that (insert the name of officer v					
3.	is the duly elected(insert the tit					
	(insert the tit	ele of the officer in line 2)				
4.	of said corporation, and that on (insert a date that	at is ON OR REFORE the date the				
	officer signed to	the contract and bonds.)				
	at a duly authorized meeting of the Board of Directors of said conotice, it was voted that	prporation, at which all the directors were present or waived				
	notice, it was voted that					
5.	(insert <b>name</b> from line 2)					
	(insert <b>name</b> 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					
6.	ATTEST:	AFFIX CORPORATE				
0.	ATTEST:(Signature of Clerk or Secretary)*	SEAL HERE				
7.	Name:					
/.	Name: (Please print or type name in line 6)*					
8.	Date:					
	Date: (insert a date that is <i>ON OR AFTER</i> the date the officer signed the <u>contract and bonds</u> .)					
	* Tl	of Charles Company of the company				

<sup>\*</sup> 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
		of Newton as Obligee, in the sum of	dollars
(\$	) to be paid to the Obligee, fo	or which payments well and truly to be made	de, we bind ourselves, our respectiv
heirs, executors, ac	ministrators, successors and assi	gns, jointly and severally, firmly by these p	resents.
		contract with the Obligee, bearing the date	e of, 2022, for the
construction of		in Newton, Massachusetts.	
	(Project Title)		
Now, the condi	tions of this obligation are such t	hat if the PRINCIPAL and all Sub-contract	ors under said contract shall pay for
all labor performed	or furnished and for all material	s used or employed in said contract and in a	any and all duly authorized
modifications, alter	rations, extensions of time, chang	ges or additions to said contract that may he	reafter be made, notice to the
SURETY of such 1	nodifications, alterations, extensi	ions of time, changes or additions being her	reby waived, the foregoing to
include any other p	urposes or items set out in, and to	o be subject to, provisions of M.G.L. c. 30,	sec. 39A, and M.G.L. c. 149 sec.
29, as amended, th	en this obligation shall become n	ull and void; otherwise it shall remain in fu	ll force, virtue and effect.
In Witness	Whereof, the PRINCIPAL and S	URETY have hereto set their hands and sea	als thisday of2022.
<u>PRINCIPA</u>	<del>-</del>	SURETY	
BY	EAL)	BY(ATTORNEY-IN-FACT)	
(S	EAL)	(ATTORNEY-IN-FACT)	(SEAL)
(T	itle)		
ATTEST: _		ATTEST:	

## CITY OF NEWTON GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## 1.0 DEFINITIONS

#### 1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

## 1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

## 1.3 OWNER

The term "Owner" is the City of Newton.

#### 1.4 CONTRACT OFFICER

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

## 1.5 CONTRACTOR

- 1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.
- 1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

## 1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

## 2.0 CONTRACT ADMINISTRATION

## 2.1 PRE-CONSTRUCTION CONFERENCE

- 2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.
- 2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 2.2 CONTRACT PERIOD

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

## 2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

#### 2.4 CHANGES

- 2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.
- 2.4.2 For work performed by a Sub-Contractor, the cost to the Owner shall be the net cost to the Sub-Contractor plus an allowance for overhead and profit not to exceed ten percent (10%) for the Sub-Contractor's overhead and profit, plus an allowance not to exceed five percent (5%) for the General Contractor's Overhead and profit on Sub-Contractor's work.
- 2.4.3 For work performed by the General Contractor, the cost to the Owner shall be the net cost to the Contractor plus an allowance for overhead and profit not to exceed fifteen percent (10%) of the net cost.

## 2.5 CONTRACT PRICE

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

## 2.6 APPLICATIONS FOR PAYMENT

- 2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.
- 2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.
- 2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:
  - i. Retention based on the value of its claims against the Contractor,
  - ii. Retention of 5% of the approved amount of the Application for Payment.

#### 2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

## 2.8 GUARANTY AND WARRANTY

## 2.8.1 WARRANTY

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

#### 2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

## 2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor'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, s. 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

#### 2.10 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

## 2.11 CERTIFICATES OF INSURANCE, POLICIES

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

## 2.12 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 2.13 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract.

The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

## **2.14 BONDS**

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

## 2.15 TERMINATION

## 2.15.1 TERMINATION FOR CAUSE

- i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
  - a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
  - b. A receiver has been appointed of the Contractor's property.
  - c. All or a part of the Work has been abandoned.
  - d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
  - e. The Owner has determined that the rate of progress required on the project is not being met.
  - f. The Contractor has substantially violated any provisions of this Contract.
- ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.
- iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

## 2.15.2 TERMINATION - NO FAULT

- i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.
- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

## 2.16 PERMITS, FEES, AND NOTICES

- 2.16.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.
- 2.16.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 2.16.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

#### 2.17 SAFETY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

#### 2.18 TEMPORARY HEATING

Not required; do not install Removal & Installation of Gym Flooring in any space which is not heated properly.

### 2.19 AVAILABILITY AND USE OF UTILITY SERVICES

2.19.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

## 2.20 DISPUTES

- 2.20.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.20.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.20.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.20.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.20.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.
- 2.20.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

## 2.21 LIQUIDATED DAMAGES

- 2.21.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$250.00 for each day of delay. Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the contect of this paragraph, "delay" means failure to complete the work as specified in these documents prior to the duration of the work. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.
- 2.21.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.21.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

## 3.0 SALES TAX EXEMPTION AND OTHER TAXES

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

#### 3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### 3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

#### 3.4 WORKING HOURS

The contractor shall follow time restrictions imposed on construction activities by the City's noise ordinance, Section 20-13, of the City of Newton Revised Ordinances, and shall, as applicable. apply for permits for exemptions when work will exceed time restrictions. Work may be performed during school hours except for testing days. Testing dates are to be coordinated with the Owner.

## END OF GENERAL CONDITIONS

## **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
- **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**



# 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

ROSALINAC OSTA Seeden 7 MICHAFL FLANAGAN

RARYN E. POLITO Lt. Governor

Awarding Authority:

City of Newton

Contract Number: #22-79 City/Town: NEWTON

Description of Work: Installation of Solar Panels at Newton Community Farm

Job Location: 303 Nahanton Street, Newton

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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
LABORERS - ZONE	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)  LABORERS - ZONE ! (HEAVY & HIGHWAY)	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. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
LABORERS - ZONE 1	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)  LABORERS - ZONE 1 (HEAVY & HIGHWAY)	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 OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"  DADGO TYPE HIMDING TAMBED						
BARCO-TYPE JUMPING TAMPER  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
For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
LABORERS - ZONE 1	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:
 04/14/2022
 Wage Request Number:
 20220414-067

Page 2 of 32

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

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:						
						i
Appre	ntice to Journeyworker	Ratio:1:4				

WATERPROOFING)
BRICKLAYERS LOCAL 3 (NEWTON)

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton
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	• •	ive Date - 02/01/2022	er/cement mason - lo 2	5110111071			Supplemental		
	Step	percent	Apprentic	e Base Wage	Health	Pension	Unemployment	Total Rat	te
	1	50		\$28.58	\$11.39	\$22.34	\$0.00	\$62.3	1
	2	60		\$34.29	\$11.39	\$22.34	\$0.00	\$68.0	2
	3	70		\$40.01	\$11.39	\$22.34	\$0.00	\$73.7	4
	4	80		\$45.72	\$11.39	\$22.34	\$0.00	\$79.4	5
	5	90		\$51.44	\$11.39	\$22.34	\$0.00	\$85.1	7
	Notes:								
	i								
	Appre	ntice to Journeyworke	er Ratio:1:5						
BULLDOZEI		R/SCRAPER		12/01/202	1 \$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprenti	ce rates see '	'Apprentice- OPERATING EN	NGINEERS"						
CAISSON & Aborers - fo		INNING BOTTOM MA	AN	12/01/202	1 \$42.33	\$9.10	\$17.72	\$0.00	\$69.15
For apprenti	ce rates see '	'Apprentice- LABORER"							
CAISSON & Aborers - fo		INNING LABORER AND MARINE		12/01/202	1 \$41.18	\$9.10	\$17.72	\$0.00	\$68.00
ssue Date:	04/14/20	22	Wage Request Number	: 202204	14-067				Page 3 of 32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"					• -	
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
LABORERS - ZONE 1	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	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
CARPENTERS - ZONE 2 (Eastern Massachusetts)	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

Effect Step	ive Date - 03/01/2022 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	
Effect	ive Date - 09/01/2022				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	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; Step 1&2 \$30.45/ 3&4 \$36.5						
Appre	entice to Journeyworker Ratio	0:1:5					
ER WOOD		04/01/2022	2 \$28.62	\$7.21	\$5.80	\$0.00	\$41.6
S-ZONE 2 (Wo	ou Frame)	04/01/2023	\$28.97	\$7.21	\$5.80	\$0.00	\$41.9

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 4 of 32

All Aspects of New Wood Frame Work

\$7.21 \$7.21 \$7.21 \$7.21	\$0.00 \$0.00	\$0.00 \$0.00	\$21.5
\$7.21 \$7.21		\$0.00	
\$7.21		30.00	\$21.5
\$7.21	\$2.00	\$0.00	\$24.9
	\$2.00	\$0.00	\$24.9
\$7.21	\$5.80	\$0.00	\$33.0
\$7.21	\$5.80	\$0.00	\$33.0
\$7.21	\$5.80	\$0.00	\$35.9
\$7.21	\$5.80	\$0.00	\$35.9
\$7.21	\$0.00	\$0.00	\$21.7
age Health	Pension	Unemployment	Total Ra
		·	
\$7.21	\$0.00	\$0.00	\$21.7
\$7.21	\$2.00	\$0.00	\$25.
\$7.21	\$2.00	\$0.00	\$25.
\$7.21	\$5.80	\$0.00	\$33.2
\$7.21	\$5.80	\$0.00	\$33.
\$7.21	\$5.80	\$0.00	\$36.
\$7.21	\$5.80	\$0.00	\$36.
		. — — — —	
	- — — — —		

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

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
5	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Apprentice to Journeyworker Ratio:1:3

BRICKLAYERS LOCAL 3 (NEWTON)

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 5 of 32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
LABORERS - ZONE 1	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 OPERATING ENGINEERS LOCAL 4	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
PAINTERS LOCAL 35 - ZONE 2	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:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 6 of 32

	Step	ve Date - 01/01/2022 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	
	Effecti	ve Date - 07/01/2022					Supplemental		
	Step	percent	Apprentice	Base Wage	Health	Pension	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.							
	Appre	ntice to Journeyworker R	atio:1:1						
MO: ADZE orers - zom				12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
J1210 2014				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
For apprentice	rates see '	'Apprentice- LABORER"		12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
		DADER/HAMMER OPER	ATOR	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
ORERS - ZONI	<i>I</i> 1			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
For apprentice	rates see !	Apprentice I APOPER"		12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
ио: BURN		'Apprentice- LABORER"		12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
ORERS - ZONI	E 1			06/01/2022		\$9.10	\$17.57	\$0.00	\$69.75
				12/01/2022		\$9.10	\$17.57	\$0.00	\$70.75
				06/01/2023		\$9.10	\$17.57	\$0.00	\$71.75
				12/01/2023		\$9.10	\$17.57	\$0.00	\$73.00
		'Apprentice- LABORER"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
LABORERS - ZONE 1	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  LABORERS - ZONE /	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
LABORERS - ZONE I	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
For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
DEMO: WRECKING LABORER	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
LABORERS - ZONE 1	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 OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)  DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
ELECTRICIANS LOCAL 103	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

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 8 of 32

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat
1	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.6
2	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.6
3	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.4
4	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.4
5	50	\$28.66	\$13.00	\$16.10	\$0.00	\$57.7
6	55	\$31.53	\$13.00	\$16.58	\$0.00	\$61.1
7	60	\$34.39	\$13.00	\$17.04	\$0.00	\$64.4
8	65	\$37.26	\$13.00	\$17.52	\$0.00	\$67.7
9	70	\$40.12	\$13.00	\$17.98	\$0.00	\$71.1
10	75	\$42.99	\$13.00	\$18.46	\$0.00	\$74.4
Effec	tive Date - 09/01/20	022			Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Ra
1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.2
2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.2
3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.0
4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.0
5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.5
6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.9
7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.3
8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.7
9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.1
10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.5
Notes	 ::					
i	App Prior 1/1/03; 3	0/35/40/45/50/55/65/70/75/80				[

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 9 of 32

ELEVATOR CONSTRUCTORS LOCAL 4

			OR CONSTRUCTOR - L 1/2022	Local 4					
	Step	percent	A	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	
-  N	otes:								
į		Steps 1-2 are 6 r	nos.; Steps 3-5 are 1 year	nr					
I	Appren	tice to Journeyv	vorker Ratio:1:1						
ELEVATOR CONSTRU				01/01/2022	2 \$45.93	3 \$16.03	\$20.21	\$0.00	\$82.17
			OR CONSTRUCTOR"						
LABORERS - ZONE 1	(HEAVY	& HIGHWAY)	EAVY & HIGHWAY)	12/01/202	1 \$41.4	3 \$9.10	\$17.57	\$0.00	\$68.10
For apprentice rat			R (Heavy and Highway)						
OPERATING ENGINE			E, IV I/IIW I	11/01/2021				\$0.00	\$76.08
For apprentice rat	tes see "A	Apprentice- OPERAT	ING ENGINEERS"	05/01/2022	2 \$47.8	5 \$13.75	\$15.80	\$0.00	\$77.41
FIELD ENG.PAR			E,HVY/HWY	11/01/2021	1 \$48.0	5 \$13.75	\$15.80	\$0.00	\$77.61
OPERATING ENGINE	ERS LO	CAL 4		05/01/2022	2 \$49.2	2 \$13.75	\$15.80	\$0.00	\$78.77
		Apprentice- OPERAT							
FIELD ENG.ROI			E,HVY/HWY	11/01/2021	\$23.10	5 \$13.75	\$15.80	\$0.00	\$52.71
			NIC EXICINITED OF	05/01/2022	2 \$23.83	3 \$13.75	\$15.80	\$0.00	\$53.38
FIRE ALARM IN		Apprentice- OPERAT	ING ENGINEERS"	02/01/202	0.57.0		#20 P2	60.00	601.14
ELECTRICIANS LOCA		LK		03/01/2022			\$20.82 \$20.86	\$0.00 \$0.00	\$91.14
				09/01/2022 03/01/2022			\$20.80	\$0.00	\$92.62 \$94.34
For apprentice rat	tes see "A	Apprentice- ELECTR	ICIAN"	03/01/202.	5 \$00.4.	3 \$13.00	\$20.51	\$0.00	\$24.34
FIRE ALARM RE	EPAIR			03/01/2022	2 \$44.7	1 \$13.00	\$18.74	\$0.00	\$76.45
LOCAL 103		/ COMMISSIO	NING <i>electricians</i>	09/01/2022	2 \$46.4	2 \$13.00	\$18.87	\$0.00	\$78.29
LOCAL 103				03/01/2023	3 \$48.3	4 \$13.00	\$19.01	\$0.00	\$80.35
			MMUNICATIONS TECHNIC	CIAN"					
FIREMAN (ASST	ERS LO	CAL 4		12/01/202	1 \$41.76	5 \$14.00	\$16.05	\$0.00	\$71.81
		Apprentice- OPERAT							
FLAGGER & SIC LABORERS - ZONE 1	(HEAVY	& HIGHWAY)	,	12/01/202	1 \$24.50	9.10	\$17.57	\$0.00	\$51.17
		Apprentice- LABORE	R (Heavy and Highway)						
FLOORCOVERERS L		68 ZONE I		03/01/2022	2 \$49.93	3 \$8.68	\$20.27	\$0.00	\$78.88

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 10 of 32

A	pprer	itice - FL	OORCOVERER - Local 2.	168 Zone I					
E	ffecti	ve Date -	03/01/2022				Supplemental		
S	tep	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	=
1	l	50		\$24.97	\$8.68	\$1.79	\$0.00	\$35.44	1
2	2	55		\$27.46	\$8.68	\$1.79	\$0.00	\$37.93	3
3	3	60		\$29.96	\$8.68	\$14.90	\$0.00	\$53.54	1
4	1	65		\$32.45	\$8.68	\$14.90	\$0.00	\$56.03	3
5	5	70		\$34.95	\$8.68	\$16.69	\$0.00	\$60.32	2
6	5	75		\$37.45	\$8.68	\$16.69	\$0.00	\$62.82	2
7	7	80		\$39.94	\$8.68	\$18.48	\$0.00	\$67.10	)
8	3	85		\$42.44	\$8.68	\$18.48	\$0.00	\$69.60	)
GENERATOR/LIC	ERS LC es see ". GHT II	OCAL 4 Apprentice- O NG PLAN	OPERATING ENGINEERS"	12/01/202			\$16.05 \$16.05	\$0.00 \$0.00	\$81.43 \$63.74
PERATING ENGINE			PERATING ENGINEERS"						
			BARRIER/INTERIOR	01/01/2022	2 \$43.16	\$8.65	\$23.05	\$0.00	\$74.86
SYSTEMS)				07/01/2022			\$23.05	\$0.00	\$74.80
LAZIERS LOCAL 35 (	(ZONE	2)		01/01/2022			\$23.05	\$0.00	\$70.00
				07/01/2023			\$23.05	\$0.00	\$77.20
							\$23.05	\$0.00	
				01/01/2024	*				\$79.66
				07/01/2024			\$23.05	\$0.00	\$80.86
				01/01/2025	5 \$50.36	\$8.65	\$23.05	\$0.00	\$82.06

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 11 of 32

Step	ive Date - 01/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.2
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.6
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.3
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.1
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.4
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.2
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.9
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.4
Effect	ive Date - 07/01/2022				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rat
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.8
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.3
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.1
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.8
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.3
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.1
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.9
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.4
Notes	<del></del>					
	Steps are 750 hrs.					i

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 12 of 32

Apprentice - Effective Date	OPERATING ENGINEERS - La 2 - 12/01/2021	ocal 4			G		
Step percer	nt	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:							
Į.						i	
Apprentice to	Journeyworker Ratio:1:6						
HVAC (DUCTWORK) Sheetmetal workers local 17 -	A	02/01/2022	2 \$53.70	\$13.80	\$25.60	\$2.79	\$95.89
For apprentice rates see "Apprentic	ce- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)		03/01/2022	2 \$57.32	\$13.00	\$20.82	\$0.00	\$91.14
ELECTRICIANS LOCAL 103		09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
For apprentice rates see "Apprentic	ce- ELECTRICIAN"	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34
HVAC (TESTING AND BALA SHEETMETAL WORKERS LOCAL 17 -	*	02/01/2022	2 \$53.70	\$13.80	\$25.60	\$2.79	\$95.89
For apprentice rates see "Apprentic	ce- SHEET METAL WORKER"						
HVAC (TESTING AND BALA PIPEFITTERS LOCAL 537	NCING -WATER)	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentic	ce- PIPEFITTER" or "PLUMBER/PIPEF	TTER"					
HVAC MECHANIC pipefitters local 537		03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice rates see "Apprentic	ce- PIPEFITTER" or "PLUMBER/PIPEFI	TTER"					
HYDRAULIC DRILLS		12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
LABORERS - ZONE 1		06/01/2022	2 \$42.93	\$9.10	\$17.57	\$0.00	\$69.60
		12/01/2022	2 \$43.93	\$9.10	\$17.57	\$0.00	\$70.60
		06/01/2023	3 \$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 "Apprentic							
HYDRAULIC DRILLS (HEAV LABORERS - ZONE 1 (HEAVY & HIGH	HWAY)	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
	ce- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANK HEAT & FROST INSULATORS LOCAL	*	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
ALM & PROST INSULATORS LOCAL	o (Doni Ory)	09/01/2022	2 \$53.85	\$13.80	\$17.14	\$0.00	\$84.79

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 13 of 32

= =	ntice - ASBESTOS INSULATOR (Pa ive Date - 09/01/2021	ipes & Tanks) - Local 6 Bo.	ston		Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	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
	ive Date - 09/01/2022				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	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						
į	Steps are 1 year					i
Appre	entice to Journeyworker Ratio:1:4					
IRONWORKER/WEL IRONWORKERS LOCAL 7 (1		03/16/202	2 \$50.6	0 \$8.20	\$26.50	\$0.00 \$85.30

Effect Step	ive Date - 03/16/2022 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	
Appre	** Structural 1:6; Ornamental 1:4 entice to Journeyworker Ratio: **						
	VING BREAKER OPERATOR	12/01/2021	. \$41.43	\$9.10	\$17.57	\$0.00	\$68.10
BORERS - ZONE 1		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
	"Apprentice- LABORER"	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 14 of 32

Classification			Effective Da	te Base Wag	Health	Pension	Supplemental Unemployment	Total Rat
LABORER			12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
ABORERS - ZONE 1			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
	entice - LA tive Date -	BORER - Zone 1 12/01/2021				Supplementa	.1	
Step	percent		Apprentice Base Wage	Health	Pension	Unemploymen		
1	60		\$24.71	\$9.10	\$17.57	\$0.00	0 \$51.38	
2	70		\$28.83	\$9.10	\$17.57	\$0.00	0 \$55.50	
3	80		\$32.94	\$9.10	\$17.57	\$0.00	359.61	
4	90		\$37.06	\$9.10	\$17.57	\$0.00	\$63.73	
	tive Date -	06/01/2022				Supplementa		
Step	percent		Apprentice Base Wage	Health	Pension	Unemploymen	t 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	
Note	:							
							i	
Аррг	entice to Jou	rneyworker Ratio:1:5						
LABORER (HEAVY	& HIGHWAY	)	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85

	Effectiv	ve Date - 12/01/20	Ieavy & Highway) - Zone 1 21			Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	е
	1	60	\$24.71	\$9.10	\$17.57	\$0.00	\$51.38	3
	2	70	\$28.83	\$9.10	\$17.57	\$0.00	\$55.50	)
	3	80	\$32.94	\$9.10	\$17.57	\$0.00	\$59.63	1
	4	90	\$37.06	\$9.10	\$17.57	\$0.00	\$63.73	3
	Notes:							
	i						i	
	Apprer	itice to Journeywork	er Ratio:1:5					
		ER TENDER	12/01/202	1 \$41.18	\$9.10	\$17.57	\$0.00	\$67.85
BORERS - ZOI	VE I		06/01/202	22 \$42.18	\$9.10	\$17.57	\$0.00	\$68.85
			12/01/202	22 \$43.18	\$9.10	\$17.57	\$0.00	\$69.85
			06/01/202	3 \$44.18	\$9.10	\$17.57	\$0.00	\$70.85
F		Ati I ADODED!	12/01/202	23 \$45.43	\$9.10	\$17.57	\$0.00	\$72.10
r or apprent	re raies see ".	Apprentice- LABORER"						
ue Date:	04/14/202		Wage Request Number: 202204	114-067				Page 15 of 3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
ABORERS - ZONE 1	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"						
ABORER: HAZARDOUS WASTE/ASBESTOS REMOVER  ABORERS - ZONE 1	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
ABORERS - ZONE I	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"						
ABORER: MASON TENDER  ABORERS - ZONE 1	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
IDOIDIW DOING I	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"						
ABORER: MASON TENDER (HEAVY & HIGHWAY) aborers-zone 1 (heavy & highway)	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
ABORER: MULTI-TRADE TENDER Aborers - zone 1	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
ADORERS - ZOINE I	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"						
ABORER: TREE REMOVER  ABORERS - ZONE 1	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
ABORERO - ZONE I	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 r clearance incidental to construction . For apprentice rates see "Apprentice-LABOI		bs when related	to public work	s construction	or site	
ASER BEAM OPERATOR  ABORERS - ZONE 1	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
MBUNENN-2UIVE I	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"						
ASER BEAM OPERATOR (HEAVY & HIGHWAY) aborers-zone i (heavy & highway)	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 BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 16 of 32

Supplemental Effective Date Base Wage Health Total Rate Pension Unemployment

\$11.39

\$11.39

\$20.37

\$20.37

Supplemental

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Rate

\$53.61

\$57.97

\$62.34

\$66.71

\$71.08

Unemployment

	ntice - M ive Date -	ARBLE & TILE FINISHER - 02/01/2022	Local 3 Marble & Tile		
Step	percent		Apprentice Base Wage	Health	Pension
1	50		\$21.85	\$11.39	\$20.37
2	60		\$26.21	\$11.39	\$20.37
3	70		\$30.58	\$11.39	\$20.37

Notes: Apprentice to Journeyworker Ratio:1:3

\$34.95

\$39.32

MARBLE MASONS, TILELAYERS & TERRAZZO MECH

80

90

4

5

Classification

02/01/2022 \$57.17 \$11.39 \$22.31 \$0.00 \$90.87 BRICKLAYERS LOCAL 3 - MARBLE & TILE

Effecti	ve Date -	02/01/2022				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	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:								
i							l I	
1							l l	

					_			_
Appren	tice	to J	ourn	evw	orke	r Ra	tio:1:	:5

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

Issue Date: 04/14/2022 20220414-067 Page 17 of 32 Wage Request Number:

	Effect	ive Date -	01/03/2022				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	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	
		ive Date -	01/02/2023				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	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	
	<u></u>	but do rec Steps are	Appr. indentured after 1/6/2 ceive annuity. (Step 1 \$5.72 2,000 hours urneyworker Ratio:1:4	-					
CODT LD 1411		entice to Jo	urneyworker katio:1:4						
IORTAR MIX 4 <i>borers - zon</i> e				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		\$9.10	\$17.57	\$0.00	\$71.10
For apprentice	rates see	"Apprentice. I	ARORER"	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
	R THAI	N TRUCK	CRANES,GRADALLS)	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice	rates see	"Apprentice- (	DPERATING ENGINEERS"						
ILER (TRUC PERATING ENGI			DALLS)	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice	rates see	"Apprentice- (	DPERATING ENGINEERS"						
THER POWE			PMENT - CLASS II	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice	rates see	"Apprentice- (	DPERATING ENGINEERS"						
AINTER (BRI				01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
INTERS LOCAL	53 - ZON	5 2		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:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 18 of 32

	Effecti Step	ve Date - 01/01/202	Apprentice Base W	aga Haalth	Dor	sion	Supplemental Unemployment	Total Rate	
-	1	percent	**						
	2	50	\$26.83	\$8.65		0.00	\$0.00	\$35.48	
		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		
	5	70	\$37.56	\$8.65		9.63	\$0.00	\$65.84	
	6	75	\$40.25	\$8.65		0.20	\$0.00		
	7	80	\$42.93	\$8.65		0.77	\$0.00	\$72.35	
	8	90	\$48.29	\$8.65	\$2	1.91	\$0.00	\$78.85	
		ve Date - 07/01/202					Supplemental		
-	Step	percent	Apprentice Base W	age Health	Per	sion	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	\$1	9.63	\$0.00	\$66.68	
	6	75	\$41.15	\$8.65	\$2	0.20	\$0.00	\$70.00	
	7	80	\$43.89	\$8.65	\$2	0.77	\$0.00	\$73.31	
	8	90	\$49.37	\$8.65	\$2	1.91	\$0.00	\$79.93	
-   I	Notes:	Steps are 750 hrs.							
	Appre	ntice to Journeyworke	r Ratio:1:1					'	
,		SANDBLAST, NEW)	01/01/	2022 \$	44.56	\$8.65	\$23.05	\$0.00	\$76.26
		faces to be painted are used. PAINTERS LOCAL 3:	. 0:7/01/	2022 \$	45.76	\$8.65	\$23.05	\$0.00	\$77.46
w pami rate si	nan oe	used. FAIIVI ETW LOCAL 33	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 0	51.76	\$8.65	\$23.05	\$0.00	\$83.46

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 19 of 32

Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

	Step	ve Date - percent	01/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	e
	1	50		\$22.28	\$8.65	\$0.00	\$0.00	\$30.93	3
	2	55		\$24.51	\$8.65	\$6.27	\$0.00	\$39.43	3
	3	60		\$26.74	\$8.65	\$6.84	\$0.00	\$42.23	3
	4	65		\$28.96	\$8.65	\$7.41	\$0.00	\$45.02	2
	5	70		\$31.19	\$8.65	\$19.63	\$0.00	\$59.4	7
	6	75		\$33.42	\$8.65	\$20.20	\$0.00	\$62.2	7
	7	80		\$35.65	\$8.65	\$20.77	\$0.00	\$65.0	7
	8	90		\$40.10	\$8.65	\$21.91	\$0.00	\$70.60	5
	Effecti Step	ive Date -	07/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	e
	1	50		\$22.88	\$8.65	\$0.00	\$0.00	\$31.5	3
	2	55		\$25.17	\$8.65	\$6.27	\$0.00	\$40.09	
	3	60		\$27.46	\$8.65	\$6.84	\$0.00	\$42.9	
	4	65		\$29.74	\$8.65	\$7.41	\$0.00	\$45.80	
	5	70		\$32.03	\$8.65	\$19.63	\$0.00	\$60.3	
	6	75		\$34.32	\$8.65	\$20.20	\$0.00	\$63.1	
	7	80		\$36.61	\$8.65	\$20.77	\$0.00	\$66.00	
	8	90		\$41.18	\$8.65	\$21.91	\$0.00	\$71.7	
	Notes:	Steps are	750 hrs.					   	
	Appre	ntice to Joi	ırneyworker Ratio:1:1						
			AST, REPAINT)	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
RS LOCAL .	oo - ZONE	5 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

Classification

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 20 of 32

Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

Step	ive Date - 01/01/2022 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	
Effect Step	ive Date - 07/01/2022	Apprentice Base Wage	Uaalth	Pension	Supplemental Unemployment	Total Rate	
1							
2	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56	
3	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02	
	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.					   	
Appro	ntice to Journeyworker Ratio:1	:1					
,	RUSH, NEW) *	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.8
	faces to be painted are new const used.PAINTERS LOCAL 35 - ZONE 2	ruction, 07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.0
		01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.2
		07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.4
		01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.6

Classification

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 21 of 32

Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

	Step	ve Date - 01/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	:
	1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23	3
	2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66	5
	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	2
	7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95	5
	8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40	)
		ve Date - 07/01/2022	Assessation Dans Ware	TT14-	Di	Supplemental Unemployment	T-4-1 D-4-	
	Step 1	percent	Apprentice Base Wage		Pension		Total Rate	
		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	3
	Notes:	Steps are 750 hrs.						
1	Appre	ntice to Journeyworker Ratio:1:	1					
ER / TAP		RUSH, REPAINT)	01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
W TOCHT 3	10 - 201VE	. 2	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
			01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
			07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
			01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
			07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
			01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Classification

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 22 of 32

Step	ive Date - percent	01/01/2022	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	
Effecti Step	ive Date -	07/01/2022	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 7	50 hrs.						
Appre	ntice to Jour	neyworker Ratio:1:1						
PERS - ZONE 1 (HEAV	Y & HIGHWAY)	HEAVY/HIGHWAY)	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
or apprentice rates see ' L& PICKUP TR		BORER (Heavy and Highway)	10/01/2020			#1 < 01	60.00	0
TERS JOINT COUNC			12/01/2021	. \$36.88	3 \$13.41	\$16.01	\$0.00	\$66.30
AND DOCK CON CONTROL OF AND DOCK CONTROL OF A CONTROL OF	ONE 1)	R (UNDERPINNING AND	08/01/2020	\$49.00	7 \$9.40	\$23.12	\$0.00	\$81.59

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 23 of 32

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
5	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

PIPEFITTER & STEAMFITTER	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
PIPERITTERS LOCAL 537						

App	orentice - P	IPEFITTER - Local 537						
Effe	ective Date -	03/01/2021				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rat	е
1	40		\$23.18	\$11.70	\$8.25	\$0.00	\$43.13	3
2	45		\$26.07	\$11.70	\$20.24	\$0.00	\$58.0	l
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	)
Not	** 1:3; 3 Refrig/A	:15; 1:10 thereafter / Steps a C Mechanic **1:1;1:2;2:4;3	•	7;9:20;10:23	8( <u>Max)</u>		 	
Арр	** 1:3; 3 Refrig/A		8:6;4:8;5:10;6:12;7:14;8:1°					
App	** 1:3; 3 Refrig/A	C Mechanic **1:1;1:2;2:4;3	•			\$17.57	\$0.00	\$68.10
App	** 1:3; 3 Refrig/A	C Mechanic **1:1;1:2;2:4;3	8:6;4:8;5:10;6:12;7:14;8:1°	1 \$41.4	3 \$9.10	\$17.57 \$17.57	\$0.00 \$0.00	\$68.10 \$69.10
App	** 1:3; 3 Refrig/A	C Mechanic **1:1;1:2;2:4;3	12/01/202	1 \$41.4 2 \$42.4	\$9.10 \$9.10		•	
App	** 1:3; 3 Refrig/A	C Mechanic **1:1;1:2;2:4;3	12/01/202: 06/01/202:	1 \$41.4 2 \$42.4 2 \$43.4	\$9.10 \$9.10 \$3 \$9.10	\$17.57	\$0.00	\$69.10
App IPELAYER ABORERS - ZONE 1	** 1:3; 3 Refrig/A prentice to Jo	C Mechanic **1:1;1:2;2:4;3 ourneyworker Ratio: **	12/01/202: 12/01/202: 12/01/202:	1 \$41.4 2 \$42.4 2 \$43.4 3 \$44.4	\$9.10 \$3 \$9.10 \$3 \$9.10 \$3 \$9.10 \$3 \$9.10	\$17.57 \$17.57	\$0.00 \$0.00	\$69.10 \$70.10
	** 1:3; 3 Refrig/A prentice to Jo	C Mechanic **1:1;1:2;2:4;3 ourneyworker Ratio: **	12/01/202: 06/01/202: 06/01/202: 06/01/202:	1 \$41.4 2 \$42.4 2 \$43.4 3 \$44.4	\$9.10 \$3 \$9.10 \$3 \$9.10 \$3 \$9.10 \$3 \$9.10	\$17.57 \$17.57 \$17.57	\$0.00 \$0.00 \$0.00	\$69.10 \$70.10 \$71.10

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 24 of 32

Classification				Effective D	ate Base	Wage	Health	Pension	Supplemental Unemployment	Total Ra
LUMBERS & C LUMBERS & CIASF				03/01/202	2 \$61	1.79	\$14.07	\$18.36	\$0.00	\$94.22
201122110 & 0101	211210	30 0312 12		09/04/202	2 \$63	3.49	\$14.07	\$18.36	\$0.00	\$95.92
				02/26/202	3 \$65	5.19	\$14.07	\$18.36	\$0.00	\$97.62
				09/03/202	3 \$66	5.94	\$14.07	\$18.36	\$0.00	\$99.37
				03/03/202	4 \$68	3.74	\$14.07	\$18.36	\$0.00	\$101.17
				09/01/202	4 \$70	0.54	\$14.07	\$18.36	\$0.00	\$102.9
				03/02/202	5 \$72	2.34	\$14.07	\$18.36	\$0.00	\$104.7
	Apprei	itice - PI	.UMBER/GASFITTER - Lo	cal 12						
	Effecti	ve Date -	03/01/2022					Supplementa	1	
	Step	percent		Apprentice Base Wage	Health	I	Pension	Unemploymen	t 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	
	Effecti Step	ve Date -	09/04/2022	Apprentice Base Wage	Health	Ī	Pension	Supplementa Unemploymen		
-	1	35		\$22.22	\$14.07		\$6.63	\$0.00		
	2	40		\$25.40				\$0.00		
	3	55			\$14.07		\$7.52			
	4	65		\$34.92	\$14.07		\$10.24	\$0.00		
	5	75		\$41.27 \$47.62	\$14.07 \$14.07		\$12.04 \$13.85	\$0.00 \$0.00		
Ī	Notes:									
			6; 3:10; 4:14; 5:19/Steps are h lic\$69.00, Step5 with lic\$	<u>-</u>						
	Appre	tice to Jo	urneyworker Ratio:**							
NEUMATIC CO Pefitters loca		DLS (TEM	P.)	03/01/202	1 \$57	7.94	\$11.70	\$20.24	\$0.00	\$89.88
For apprentice ra	ates see "	Apprentice- F	IPEFITTER" or "PLUMBER/PIPI	EFITTER"						
NEUMATIC DI		OOL OPE	RATOR	12/01/202	1 \$41	1.43	\$9.10	\$17.57	\$0.00	\$68.10
BORERS - ZONE I	I			06/01/202	2 \$42	2.43	\$9.10	\$17.57	\$0.00	\$69.10
				12/01/202	2 \$43	3.43	\$9.10	\$17.57	\$0.00	\$70.10
				06/01/202	3 \$44	4.43	\$9.10	\$17.57	\$0.00	\$71.10
For apprentice ra	ates see "	Apprentice- I	.ABORER"	12/01/202	3 \$45	5.68	\$9.10	\$17.57	\$0.00	\$72.35
GHWAY) Borers - zone 1	l (HEAV)	& HIGHWA	RATOR (HEAVY &  Y)  ABORER (Heavy and Highway)	12/01/202	1 \$41	1.43	\$9.10	\$17.57	\$0.00	\$68.10
WDERMAN (		STER		12/01/202	1 \$42	2.18	\$9.10	\$17.57	\$0.00	\$68.85
BORERS - ZONE I	I			06/01/202		3.18	\$9.10	\$17.57	\$0.00	\$69.85
				12/01/202		4.18	\$9.10	\$17.57	\$0.00	\$70.85
				06/01/202		5.18	\$9.10	\$17.57	\$0.00	\$71.85
					- "			\$17.57	\$0.00	

Wage Request Number: 20220414-067

Page 25 of 32

Issue Date: 04/14/2022

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"					Chempioyment	
POWDERMAN & BLASTER (HEAVY & HIGHWAY)  LABORERS - ZONE 1 (HEAVY & HIGHWAY)	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 OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE)  OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER	01/01/2022	\$25.00	\$11.96	\$8.00	\$0.00	\$44.96
TEAMSTERS 170 - Rosenfeld (Walpole)	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  OPERATING ENGINEERS LOCAL 4	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	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
LABORERS - ZONE 1	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 OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg)  ROOFERS LOCAL 33	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 26 of 32

	entice - ROOFER - Local ive Date - 02/01/2022	33			Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rat	e
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.0	1
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.9	5
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.3	0
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.0	0
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.7	1
Notes	: ** 1:5, 2:6-10, the 1:10; R Step 1 is 2000 hrs.; Steps (Hot Pitch Mechanics' rec	. ,					
Appre	entice to Journeyworker R	atio:**					
ROOFER SLATE / TII ROOFERS LOCAL 33	E / PRECAST CONCRET	E 02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
For apprentice rates see	"Apprentice- ROOFER"						
SHEETMETAL WORI		02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	:
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36	5
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36	5
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	7
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83	3
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69	)
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46	5
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98	3
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98	3
Notes							
i	Steps are 6 mos.					i	
Appre	ntice to Journeyworker Ratio:1:4						
ALIZED EARTI TERS JOINT COUNC	H MOVING EQUIP < 35 TONS IIL NO. 10 ZONE A	12/01/202	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
ALIZED EARTI	H MOVING EQUIP > 35 TONS	12/01/202	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 27 of 32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2022	\$64.36	\$10.44	\$22.10	\$0.00	\$96.90
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	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

	Effecti Step	ive Date - percent	03/01/2022	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	
	Effecti	ve Date -	10/01/2022				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	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:		e entered prior 9/30/10: 55/60/65/70/75/80/85 850 hours						
	Appre	ntice to Jo	ırneyworker Ratio:1:3						
M BOILE				12/01/202	\$50.	83 \$14.00	\$16.05	\$0.00	\$80.88
or apprentice	rates see '	'Apprentice- C	PERATING ENGINEERS"						
DEDS SEI	.F-PRC	PELLED O	OR TRACTOR DRAWN	12/01/202	. \$50.	83 \$14.00	\$16.05	\$0.00	\$80.88

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 28 of 32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
TELECOMMUNICATION TECHNICIAN  ELECTRICIANS LOCAL 103	03/01/2022	\$44.71	\$13.00	\$18.74	\$0.00	\$76.45	
ELECTRICIANS LOCAL 103	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	

Step	ive Date - percent	03/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Ra
1	45		\$20.12	\$13.00	\$0.60	\$0.00	\$33.
2	45		\$20.12	\$13.00	\$0.60	\$0.00	\$33.
3	50		\$22.36	\$13.00	\$15.06	\$0.00	\$50.4
4	50		\$22.36	\$13.00	\$15.06	\$0.00	\$50.
5	55		\$24.59	\$13.00	\$15.43	\$0.00	\$53.
6	60		\$26.83	\$13.00	\$15.79	\$0.00	\$55.
7	65		\$29.06	\$13.00	\$16.16	\$0.00	\$58.
8	70		\$31.30	\$13.00	\$16.53	\$0.00	\$60.
9	75		\$33.53	\$13.00	\$16.91	\$0.00	\$63.
10	80		\$35.77	\$13.00	\$17.27	\$0.00	\$66.
Effect	ive Date -	09/01/2022				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total R
1	45		\$20.89	\$13.00	\$0.63	\$0.00	\$34.
2	45		\$20.89	\$13.00	\$0.63	\$0.00	\$34.
3	50		\$23.21	\$13.00	\$15.13	\$0.00	\$51.
4	50		\$23.21	\$13.00	\$15.13	\$0.00	\$51.
5	55		\$25.53	\$13.00	\$15.51	\$0.00	\$54.
6	60		\$27.85	\$13.00	\$15.88	\$0.00	\$56.
7	65		\$30.17	\$13.00	\$16.26	\$0.00	\$59.
8	70		\$32.49	\$13.00	\$16.62	\$0.00	\$62
9	75		\$34.82	\$13.00	\$17.00	\$0.00	\$64.
	80		\$37.14	\$13.00	\$17.37	\$0.00	\$67.
10							
10							

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 29 of 32

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

	Step	ve Date - 02/01/202 percent		Base Wage	Health	Pension	Supplemental Unemployment	Total Ra	te
	1	50							
	2			28.05	\$11.39	\$22.34	\$0.00	\$61.	
		60		33.65	\$11.39	\$22.34	\$0.00	\$67.	
	3	70		39.26	\$11.39	\$22.34	\$0.00	\$72.9	
	4	80	\$	344.87	\$11.39	\$22.34	\$0.00	\$78.6	
	5	90	\$	550.48	\$11.39	\$22.34	\$0.00	\$84.2	21
	Notes:								 
	Appre	ntice to Journeywork	er Ratio:1:3						
EST BORING ABORERS - FOU				12/01/202	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice	e rates see "	Apprentice- LABORER"							
EST BORING ABORERS - FOU	NDATION.	AND MARINE		12/01/202	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
		Apprentice- LABORER"							
EST BORING Aborers - fou				12/01/202	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice	e rates see "	Apprentice- LABORER"							
PERATING ENG	INEERS LC			12/01/202	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
		Apprentice- OPERATING E							
		'H MOVING EQUIPM 'L NO. 10 ZONE A	IENI	12/01/202	1 \$37.92	\$13.41	\$16.01	\$0.00	\$67.34
UNNEL WOI aborers (com		MPRESSED AIR		12/01/202	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice	e rates see "	Apprentice- LABORER"							
ABORERS (COM	PRESSED		Z. WASTE)	12/01/202	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
		Apprentice- LABORER"							
'UNNEL WOI aborers (free				12/01/202	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice	e rates see "	Apprentice- LABORER"							
'UNNEL WOI aborers (free		EE AIR (HAZ. WASTE JEL)	(i)	12/01/202	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
	e rates see "	Apprentice- LABORER"							
VAC-HAUL EAMSTERS JOIN	T COUNC	IL NO. 10 ZONE A		12/01/202	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
VAGON DRIL		ATOR		12/01/202	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
ABORERS - ZON	L 1			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
For apprentice	e rates see "	Apprentice- LABORER"		12/01/2023	3 \$45.68	\$9.10	\$17.57	\$0.00	\$72.35
ssue Date: (	04/14/202	 22	Wage Request Number:	202204	14-067				Page 30 of 3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)  LABORERS - ZONE 1 (HEAVY & HIGHWAY)	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 OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	03/01/2022	\$63.39	\$13.57	\$17.26	\$0.00	\$94.22
PLUMBERS & GASFITTERS LOCAL 12	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/PIPEFTITER" or "PLUMBER/GASFT"	TTER"					
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL Outside electrical workers - east local 104	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)  OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE BLECTRICAL WORKERS - BAST LOCAL 104	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

 Issue Date:
 04/14/2022
 Wage Request Number:
 20220414-067
 Page 31 of 32

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

Apprentice -	LINEMAN	(Outside	Electrical)	- East Local 104
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		,					
Effecti	ive Date - 08/30/2020				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	е
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.3	l
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85	5
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.43	l
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45	5
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00	)
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54	4
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10	)
Notes:							
i							
Appre	entice to Journeyworker Ratio:1:2						
TELEDATA CABLE S OUTSIDE ELECTRICAL WO		02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN Outside electrical wo	N/EQUIPMENT OPERATOR ORKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMA Outside electrical wo	N/INSTALLER/TECHNICIAN PRKERS - EAST LOCAL 104	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

### 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.

Issue Date: 04/14/2022 Wage Request Number: 20220414-067 Page 32 of 32



# THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF LABOR

### **DIVISION OF OCCUPATIONAL SAFETY**

PREVAILING WAGE PROGRAM www.mass.gov/dos/pw

## **NOTICE:** TO AWARDING AUTHORITIES AND CONTRACTORS

ISSUED: SEPTEMBER 1, 2006

### DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)

The Massachusetts Supreme Judicial Court recently affirmed that drivers who haul bituminous concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law only while on-site at the public construction project.

In <u>Teamsters Joint Council No. 10 v. Department of Labor, et al.</u>, 447 Mass. 100 (2006), the SJC upheld a 2001 administrative decision limiting the applicability of prevailing wage rates to the time bituminous drivers spend at the public construction site. This most recent decision of the SJC followed a 1989 ruling that had upheld an earlier Department of Labor (and Industries') policy that had deemed this category of drivers to be "teamsters" under the Law and, therefore, entitled to prevailing wage rates. See <u>Construction Industries of Massachusetts v. Commissioner of Labor and Industries</u>, 406 Mass. 162 (1989). However, the earlier court case had left open the question of whether this entitled these bituminous drivers to prevailing wage rates for their over-the-road time as well as their on-site time. This most recent decision has now answered that question.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to bituminous drivers for all time spent at the public construction site.

### DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)

Drivers who haul ready-mix concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law while on-site at the public construction project. This applicability determination was established by a 2001 administrative decision of the Department of Labor's Division of Occupational Safety.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to ready-mix drivers for all time spent at the public construction site.

Please feel free to contact the Division of Occupational Safety at 617-626-6953 if you have any questions. Questions about enforcement of the Prevailing Wage Law may be directed to the Attorney General's Fair Labor and Business Practices Division at 617-727-3465

# 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:

, 2022	
I,	,
(Name of signatory party) (Title)	
do hereby state:	
That I pay or supervise the payment of the pe	rsons employed by
c	on the
(Contractor, subcontractor or public body) and that all mechanics and apprentices, teams said project have been paid in accordance wit of sections twenty-six and twenty-seven of chemical Laws.	sters, chauffeurs and laborers employed on th wages determined under the provisions
Signature	
Title	

STATEMENT OF COMPLIANCE

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

# WEEKLY PAYROLL REPORT FORM

Company Name:

Project Name:

Awarding Auth .:

Work Week Ending:

Subcontractor List Prime Contractor:

Prime Contractor

Employer Signature:

Print Name & Title:

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