

## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen

Martha White, Town Administrator

William Chenard, Deputy Town Administrator - Operations

Jeremy Marsette, Director, Natick Public Works

Arthur Goodhind, Supervisor, Land Facilities Natural Resources Division

FROM: Bryan R. Le Blanc, Procurement Officer

**DATE:** September 25, 2017

SUBJECT: CONTRACT AWARD

**Fence Installation** 

On September 21, 2017, responses/quotes were received in response to the Town of Natick's Request for Responses/Quotes for Fence Installation. Responses/Quotes were received from four (4) responders/quoting parties. (See attached.)

The lowest Response/Quote, in the amount of \$21,518.00, was received from Green Acres Landscaping. After reviewing references and background, it has been determined that Green Acres Landscaping is a responsible and responsive Responding/Quoting party.

We recommend that the Natick Board of Selectmen award the contract to Green Acres landscaping for the amount of its Response/Quote.

Please advise if you have any questions or require additional information.

Responses/Quotes Received: 09/21/17 Newspaper Advertisement: 08/30/17

(MetroWest Daily News)

Website/Town Hall Posting: 08/21/17
Central Register Publication: 08/30/17
COMMBUYS Posting: 08/21/17

Funding information: Capital Account for FY2018 Field Renovations. 508012 584000 (\$21,518.00) – Article 13, Item 12 – Natick Spring Town Meeting (\$175,000 total appropriation.)

				Town of Natick	ıtick						
			R	RFR Opening Form	Form						
Responses/Quotes-Fence Installation	on										
Date & Time: September 21, 2017, 11:00 A.M. EDST	11:00 A.M. EDS	T.									
	Envelope Marked	Certificate of Non-Collusion		Tax Compliance Cert. of Corporate Certification Responder	Conflict of Interest Certificate	Signature of Responder	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price	
Company Name		Alle Commence of the second				Part of the same of the same	A production of the state of		The State of the S		
Green Acres Landscaping, Lakeville, N	×	×	×	×	×	×	×	×	×	\$21,518.00	
LMC Contracting, Ludlow, MA	×	×	×	×	×	×	Not with Response	×	×	\$31,000.00	
Correira Fence, Middleboro, MA	×	×	×	×	×	×	×	×	×	\$36,862.00	I
Radsports, Rockland, MA	×	×	×	×	×	×	×	×	×	\$42,930.00	-
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#### **MEMORANDUM**

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Public Notification and Quote Process -- Fence Installation -- JV Soccer Field, West Hill Park, and the Johnson School

Date: September 20, 2017

In August 2017, I received a procurement request for installation of a fence at the JV Soccer Field, at West Hill Park, and at the Johnson School in Natick.

The requisite statutory reference governing this maintenance service for a public work is M.G.L. c. 30, §39M, which provides, in relevant part, as follows:

...Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response...

This is now known as the "quote plus public notification" process, requiring both quotes and public advertising and award to the responsible bidder offering the lowest price (of all from whom quotes sought and from those who responded to the public notification process.)

#### WRITTEN PURCHASE DESCRIPTION:

The Town's LFNR provided me with a written purchase description, which was incorporated into the Request for Responses/Request for Quotes:

It provided as follows:

#### BACKGROUND

The Town solicits written Responses from qualified firms or individuals for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick.

#### A Description of Desired Goods and Services

#### A fence at Location #1:

Junior Varsity Field at Memorial Field Complex

90 West Street

Natick MA 01760

#### Scope of Work (Remove and Replace)

The Successful Responder shall remove three hundred (300) linear feet of six (6)-foot high existing chain link fence and posts. Post can be cut to footing and concrete footings can remain in ground.

The Successful Responder shall furnish and shall install three hundred (300) linear feet of six (6)-foot high black chain link fence, including all posts and hardware

#### **Specifications**

Fabric: Six (6) foot by two (2) inch mesh, Nine (9) gage core black fusion bonded

Ties: L and C Black, Nine (9) gage full twist installed at eight (8) inch intervals

Terminal Posts: Three (3) inch DQ-40 Black Polyester

Line Posts: 2.5 inch DQ-40 Black Polyester

Top and Bottom Rail: 1 and 5/8 inch DQ-40 Black Polyester

Hardware: All Commercial Quality Black

#### Special Notes

Upon completion, the work area shall be returned to pre-construction conditions. Loose materials, such as rocks to be removed by the Successful Responder, and loose soil shall be raked to existing grade. Natick Public Works will seed the area on an as needed basis.

Contractor shall be responsible for removal and proper disposal of existing fence material once removed.

No company logos or tags shall be permitted.

#### A fence at Location #2:

West Hill Park

0/50 Mill Street

Natick MA 01760

#### Scope of Work (Remove and Replace)

The Successful Responder shall remove one hundred thirty (130) linear feet of five (5) foot high chain link fence attached to the baseball back stop.

The Successful Responder shall furnish and shall install one (1) missing 1.5 inch horizontal rail and hardware two (2) feet from ground on first base side. The rail shall be galvanized.

The Successful Responder shall furnish and shall install one hundred thirty (130) linear feet of six (6) foot chain link fence. The Successful Responder shall attach to back stop with heavy duty ties and overlap sections for extra strength. All existing posts and rails shall remain.

The Successful Responder shall remove one hundred sixty-three (163) feet of existing four (4) foot high chain link fence fabric along street. Line post shall remain.

The Successful Responder shall furnish and shall install one missing 1.5 inch line post and hardware street side. The post and hardware shall be galvanized.

The Successful Responder shall furnish and shall install one hundred sixty-three (163) feet of four (4) foot high black chain link fence fabric. Line post shall remain street side.

#### **Specifications**

Fabric for Back Stop: Bottom tier of backstop six (6) foot high six (6) gage core, top tier six (6) foot high nine (9) gage core. Both shall be Black Fusion Bonded.

Fabric for Street Fence: Four (4) foot high nine (9) gage core black fusion bonded

Missing Rail: 1.5 inch galvanized

Missing Line Post: 2.5 inch galvanized

Ties: L and C Black, Nine (9) gage full twist installed at 8 inch intervals

Hardware: All Commercial Quality Black

#### Special Notes

Upon completion, the work area shall be returned to pre-construction conditions. Loose materials, such as rocks to be removed by the Successful Responder, and loose soil shall be raked to existing grade. Natick Public Works will seed the area on an as needed basis.

Contractor shall be responsible for removal and proper disposal of existing fence material once removed.

No company logos or tags shall be permitted.

#### B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

#### C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

#### D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price.

Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

#### E. Successful Responding Party's Personnel

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding party shall provide the Town with the following information:

- 1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
- 2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

#### PUBLIC NOTIFICATION:

Public notification of the Request for Responses was given in the form of the following statement:

TOWN OF NATICK

NATICK, MASSACHUSETTS 01760

NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 30, 2017. Responses will be received until 11:00 A.M. local time, September 21, 2017, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be publicly opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening.

#### Notice was posted as follows:

Central Register:

8/30/17

COMMBUYS:

8/21/17

Town Hall:

8/21/17

Website:

8/21/17

Metrowest Daily News:

8/30/17.

Responses were due no later than 11:00 A.M. local time on September 21, 2017.

#### SOLICITED FIRMS:

On Wednesday, August 30, 2017, I used the Request for Responses and its purchase description to solicit three (3) firms for written quotes, as required by M.G.L. c. 30, §39M. Firms solicited for written quotes, at the emails shown below, at the suggestion of LFNR Superintendent Arthur Goodhind, were:

- 1. United Fence, 300 Oak Street #210, Pembroke MA 02359 (781)-985-4082 charlie@unitedfence.com
- 2. Reliable Fence, 231 Pond Street, Ashland MA 01721 (508)-877-1200 ray@reliablefences.com
- 3. Mr. Fence, 64 Mechanic Street, Natick, MA 01760 (508)-655-9850 kristen@buymrfence.com

Quotes were ultimately due no later than 11:00 A.M. local time on September 21, 2017.

#### DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

None of the parties invited to submit quotes responded in a timely fashion.

#### RESPONSE TABULATION

Responses were opened at 11:00 A.M. local time on September 21, 2017.

The results are as noted in the attached.

The lowest overall quote/response was that of Green Acres Landscaping, of Lakeville, MA, which submitted the lowest price of twenty-one thousand five hundred eighteen dollars and zero cents (\$21,518.00) to perform the required work.

#### AWARD

The award should be made, if at all, to Green Acres Landscaping, which submitted the lowest price of \$21,518.00 to perform the required work. Green Acres Landscaping is a responsible and responsive firm that has submitted the lowest price for such work, as required by M.G.L. c. 30, §39M. A performance bond and a payment bond, each in the amount of 100% of the contract price, will be required. Green Acres Landscaping will also be required to meet the insurance requirements set forth in the Town's form of contract that was attached to the Request for Responses/Request for Quotes.

This Contract is made this sixteenth day of October, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Green Acres Landscape & Construction, Co., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 21 Malbone Street, Lakeville, MA 02147 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

#### 1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School, as set forth in the Request for Responses Related to fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

#### 2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

#### 3. Term

The term of this Contract shall commence as of the date specified in the opening recital and shall end one (1) year later. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

#### 4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:

Amendments to Contract (if any)

Second Priority:

Contract

Third Priority:

Addenda to the RFR (if any)

Fourth Priority:

RFR

Fifth Priority:

Contractor's Response.

#### 5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Response, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Responses, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

#### 6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

#### 7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

#### 8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:
  - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of

Massachusetts; or

- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

#### 9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

#### 10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

#### 11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFR and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

#### 12. Performance Bond

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

#### 13. Labor and Materials Payment Bond

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

#### 14. Independent Contractor Status

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The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

#### 15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee,

agent, or representative to perform further work in conjunction with this Contract.

#### 16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

#### 17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

#### 18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

#### 19. Termination

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- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a

bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

#### 20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Martha L. White, Town Administrator

Natick Town Hall

13 East Central Street Natick, MA 01760

With copies to: John P. Flynn, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor: President

Green Acres Landscape & Construction Co., Inc.

21 Malbone Street Lakeville, MA 02347.

#### 21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and

termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Natick, Massachusetts by: the Natick Board of Selectmen	Green Acres Landscape & Construction Co., Inc by:
Jonathan H. Freedman, Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Michael J. Hickey, Jr.	
Amy K. Mistrot	
Dated:	Dated:
APPROVED AS TO AVAILABILITY OF A	
In accordance with the requirements of certify that an appropriation in the amount of the Natick Board of Selectmen is authorized requisitions and execute change orders.	of M.G.L. Chapter 44, Section 31C, this is to this Contract is available therefor, and that to execute this Contract and to approve all
Arti P. Mehta Comptroller, Town of Natick	Dated:
APPROVED AS TO FORM ONLY, AND N	IOT AS TO SUBSTANCE:
John P. Flynn, Esa.	Dated:

#### **CERTIFICATE OF VOTE**

I,		, hereby certify
(Clerk	/Secretary)	
that I am the duly	y qualified and acting	
		(Title)
(Corporat	tion Name)	
and I further cert	ify that at a meeting of the Directors	of said Corporation duly called and
	20, at which meeting all I te was unanimously passed:	orrectors were present and voting,
the following vol	te was unanimously passed.	
VOTED: To sut	horize and empower either	
	<del>-</del>	
(Name)	(Title)	
,	(Title); or	
(Name)	(Title)	
(Name)	(Title),	
anv or	ne acting singly, to execute all contra	ects and bonds on behalf of the
Corporation.		
	that the above vote is still in effect o	
, 20 and has	not been changed or modified in any	respect.
	G'	
	Signature	
	Printed Name	
	7 AMAGO 4 (WALL)	
	Printed Title	
The certification	contained hereabove shall be execut	ted by CONTRACTOR or copy of
current "certifica	ation of authority to sign for the Corp	ooration" shall be attached.)

13 of 13

#### TOWN OF NATICK RESPONSE FORM

The undersigned Responding party hereby submits a response for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick.

### TOTAL BASE PRICE FOR RFR COMPARISON BASED UPON ESTIMATED QUANTITIES

\$ 21,518.00

Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

ş

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Responder has not defaulted on any Contract within the last five (5) years.

Page 10 of 14

- H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)
- I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.
- K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Responder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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.

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

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Responding party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Responding party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding party, or to any other person, corporation, or

entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Responding party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Responding party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Responses.

The Responding party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Signature
Joseph Barbosa
Printed Name
President
Printed Title 9 19 17
Date
Full Legal Name Green Acres Landscape + Const Counc
Officers of Corporation and Addresses
21 Malbone Street
Lakeville, Ma 02847

e of Incorporation_Massachusetts.  cipal Place of Business 21 Malbane St  Lakeville, Ma  (M347
cipal Place of Business 21 MACLOVILE S+
cipal Place of Business 21 MACKNE S+
Lakeville, Mac
M347
508 823 Lele99
lified in Massachusetts Yes No
cipal Place of Business in MA 21 Malbane St.  Lakeville, Mac 02347



21 Malbone Street Lakeville, MA 02347 P. (508) 823-6699 F. (508) 823-7502

#### **Recently Completed Fencing Projects**

1) Design/Build & Installation of Backstop & Safety Netting at Newton North Newton, MA Arthur Cabral 617-594-2457 \$273,700.00

2) Town of Tewksbury Various Locations Richard Montuori 978-640-4300 \$255,715.00

3) Town of Oxford, Ruel Field Sean Divoll 508-987-6006 \$46,591.20

4) Town of Brookline – Repairs and Installation of Fencing
Karen Hersey
617-730-2156
\$9,943.50

# Green Acres LANDSCAPE & CONSTRUCTION CO. INC.

21 Malbone Street Lakeville, MA 02347 P. (508) 823-6699 F. (508) 823-7502

- 5) City of Chelmsford Dog Park 978-250-5210 \$26,207.65
- 6). Massport Bedford Airport 617-212-2912 Harry Mestopolis \$426,212.00
- 7.) Massachusetts Military Otis Air Base 508-958-7045 Bob Peach

Date: 2/2/2017 11:24:00 AM MA SOC Filing Number: 201715585170



#### The Commonwealth of Massachusetts William Francis Galvin

Secretary of the Commonwealth, Corporations D One Ashburton Place, 17th floor Boston, MA 02108-1512

Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.5

Identification Number: 043142648

1. Exact name of the corporation: GREEN ACRES LANDSCAPE & CONSTRUCTION CO., INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name:

JOSEPH BARBOSA

No. and Street:

21 MALBONE STREET

City or Town:

LAKEVILLE

State: MA

Zip: <u>02347</u>

Country: USA

5. Street address of the corporation's principal office:

No. and Street:

21 MALBONE STREET

City or Town:

LAKEVILLE

State: MA

Zip: 02347

Country: <u>USA</u>

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JOSEPH BARBOSA	21 MALBONE STREET LAKEVILLE, MA 02347 USA
TREASURER	BRENDA BARBOSA	21 MALBONE STREET LAKEVILLE, MA 02347 USA
SECRETARY	BRENDA BARBOSA	21 MALBONE STREET LAKEVILLE, MA 02347 USA
CLERK	JOSEPH BARBOSA	21 MALBONE STREET LAKEVILLE, MA 02347 USA
DIRECTOR	BRENDA BARBOSA	21 MALBONE STREET LAKEVILLE, MA 02347 USA
DIRECTOR	JOSEPH BARBOSA	21 MALBONE STREET LAKEVILLE, MA 02347 USA

7. Briefly describe the business of the corporation:

SALES & SERVICE OF LANSCAPING

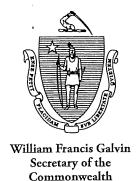
8. Capital stock of each class and series:

Par Value Per Share Enter 0 if no Par

Total Authorized by Articles of Organization or Amendments

Total Issued and Outstanding

•			7	Num of Shares	Total Par Value	Num of Shares
CN	D 	\$0.00000	Accessor Accessor	1,000	\$0.00	900
9. Check her	e if the stock of	the corporation	is public	:ly traded: _		
10. Report is	filed for fiscal	year ending: 12/	31/ <u>2016</u>			
	JOSEPH BAF y of February,	RBOSA, its PR 2017	ESIDE	<u>NT</u>		
© 2001 - 2017 C	ommonwealth of Ma	ssachusetts				



# The Commonwealth of Massachusetts Secretary of the Commonwealth State House, Boston, Massachusetts 02133

#### April 3, 2017

#### TO WHOM IT MAY CONCERN:

I hereby certify that according to records in this office,

#### GREEN ACRES LANDSCAPE & CONSTRUCTION CO., INC.

was incorporated under the General Laws of this Commonwealth on February 6, 1992.

I also certify that so far as appears of record here, said corporation still has legal existence.

I further certify that in an Annual Report filed here for fiscal year 2016, the Officers and Directors of said corporation are listed as follows:

#### SEE ATTACHED



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

William Travin Galein

**PCERQUEIRA** 

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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	DUCER					o, Ext): (844) 8	202.0454	FAX (1	508)	324-4533
VIV Cor	eiros Insurance Agency Inc. nmercial Insurance Center				E-MAIL ADDRE	o, Ext): (044) (	30-3131	(A/C, No):(	500)	024 4000
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ACORD 25 (2016/03)

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AUTHORIZED REPRESENTATIVE

GREEACR-01

**PCERQUEIRA** 

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2017

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

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

this certificate does not confe	er rights to the certificate holder in lieu	of such endorsement(s).	
		CONTACT NAME:	
PRODUCER Viveiros Insurance Agency Inc.		PHONE (A/C, No, Ext): (844) 898-9151 FAX (A/C, No): (50	8) 837-6573
Commercial Insurance Center 375 Airport Road		E-MAIL ADDRESS:	
Fall River, MA 02720		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Acceptance Indemnity Ins Co.	
INSURED		INSURER B : Arbella Protection Ins Co	41360
	scaping & Construction Inc.	INSURER C : StarStone National Insurance Company	
21 Malbone St	iscaping a construction mor	INSURER D : Arbella Indemnity Insurance Company	10017
Lakeville, MA 023	47	INSURER E:	
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İ							PERSONAL & ADV INJURY	\$	1,000,000
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	DED X RETENTIONS	1						s	
D	WORKERS COMPENSATION		1				X PER OTH-		
-	AND EMPLOYERS' LIABILITY  Y/N	1 Í		4220053964	05/01/2017	05/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	١				E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
-	DESCRIPTION OF OF ERATIONO GLOW								
L									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is Additional Insured in regards to General Liability as required by written contract.

OFFICIAL LIGHTED	CANCELLATION
CERTIFICATE HOLDER	5,110222.1131
Town of Natick 13 East Central Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Natick, MA 01760	AUTHORIZED REPRESENTATIVE
	Frada Cymul

#### Town of Natick Natick, Massachusetts

#### **Request for Responses**

## FENCE INSTALLATION/REPLACEMENT AT THE JUNIOR VARSITY SOCCER FIELD, WEST HILL PARK, AND THE JOHNSON SCHOOL IN THE TOWN OF NATICK

#### RESPONSES DUE: September 21, 2017, 11:00 A.M. LOCAL TIME

Late Responses Will Be Rejected

#### DELIVER COMPLETED RESPONSES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

#### TOWN OF NATICK NATICK, MASSACHUSETTS 01760

#### NOTICE TO RESPONDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of responses for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick. The Request for Responses ("RFR") may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on August 30, 2017. Responses will be received until 11:00 A.M. local time, September 21, 2017, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all responses will be publicly opened and read. All Responses shall comply with the RFR issued by the Town of Natick, including, without limitation, Section 1, Instructions to Responders, and Response Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Town. Any Response submitted will be binding for thirty (30) days subsequent to the time of opening.

#### I. INTRODUCTION

Pursuant to Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, solicits written Responses for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick.. For a full description of the scope of services, please refer to Section II (A) of the Request for Responses ("RFR"), as well as to the attachment.

Each Responding party's response marked, marked "Fence Installation/Replacement at the Junior Varsity Soccer Field, West Hill Park, and the Johnson School," will be received until 11:00 A.M. local time, September 21, 2017, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Responding Party's name, address and contact phone number shall be clearly visible from the outside of each envelope. The clock in Procurement Office shall be considered official. No Responses received after the date and time specified in the previous paragraph shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Responses shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Responses may also be received by email at bleblanc@natickma.org.

Each Response shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Response submitted shall be binding for sixty (60) days subsequent to the time of the opening of Responses.

The Town will not reimburse Responding parties for any costs incurred in preparing Responses in response to this RFR. Submission of a Response shall be conclusive evidence that the Responding party has examined this RFR and is familiar with terms of this RFR and all provisions of the contract included with this RFR. Upon finding any omissions or discrepancy in this RFR, each Responding party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responding party to investigate completely the RFR and/or to be thoroughly familiar with this RFR shall in no way relieve any such Responding party from any obligation with respect to the Response. By submission of a Response, the Responding party agrees that if its Response is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFR and which is the form attached hereto at Attachment H. By submission of a Response, the Responding party further indicates acceptance of all terms and conditions of this RFR.

#### II. BACKGROUND

The Town solicits written Responses from qualified firms or individuals for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick.

#### A <u>Description of Desired Goods and Services</u>

#### A fence at Location #1:

Junior Varsity Field at Memorial Field Complex 90 West Street Natick MA 01760

#### Scope of Work (Remove and Replace)

The Successful Responder shall remove three hundred (300) linear feet of six (6)-foot high existing chain link fence and posts. Post can be cut to footing and concrete footings can remain in ground.

The Successful Responder shall furnish and shall install three hundred (300) linear feet of six (6)-foot high black chain link fence, including all posts and hardware

#### **Specifications**

Fabric: Six (6) foot by two (2) inch mesh, Nine (9) gage core black fusion bonded Ties: L and C Black, Nine (9) gage full twist installed at eight (8) inch intervals

Terminal Posts: Three (3) inch DQ-40 Black Polyester

Line Posts: 2.5 inch DQ-40 Black Polyester

Top and Bottom Rail: 1 and 5/8 inch DQ-40 Black Polyester

Hardware: All Commercial Quality Black

#### Special Notes

Upon completion, the work area shall be returned to pre-construction conditions. Loose materials, such as rocks to be removed by the Successful Responder, and loose soil shall be raked to existing grade. Natick Public Works will seed the area on an as needed basis.

Contractor shall be responsible for removal and proper disposal of existing fence material once removed.

No company logos or tags shall be permitted.

## A fence at Location #2:

West Hill Park 0/50 Mill Street Natick MA 01760

# Scope of Work (Remove and Replace)

The Successful Responder shall remove one hundred thirty (130) linear feet of five (5) foot high chain link fence attached to the baseball back stop.

The Successful Responder shall furnish and shall install one (1) missing 1.5 inch horizontal rail and hardware two (2) feet from ground on first base side. The rail shall be galvanized.

The Successful Responder shall furnish and shall install one hundred thirty (130) linear feet of six (6) foot chain link fence. The Successful Responder shall attach to back stop with heavy duty ties and overlap sections for extra strength. All existing posts and rails shall remain.

The Successful Responder shall remove one hundred sixty-three (163) feet of existing four (4) foot high chain link fence fabric along street. Line post shall remain.

The Successful Responder shall furnish and shall install one missing 1.5 inch line post and hardware street side. The post and hardware shall be galvanized.

The Successful Responder shall furnish and shall install one hundred sixty-three (163) feet of four (4) foot high black chain link fence fabric. Line post shall remain street side.

#### Specifications

Fabric for Back Stop: Bottom tier of backstop six (6) foot high six (6) gage core, top tier six (6) foot high nine (9) gage core. Both shall be Black Fusion Bonded.

Fabric for Street Fence: Four (4) foot high nine (9) gage core black fusion bonded

Missing Rail: 1.5 inch galvanized Missing Line Post: 2.5 inch galvanized

Ties: L and C Black, Nine (9) gage full twist installed at 8 inch intervals

Hardware: All Commercial Quality Black

#### Special Notes

Upon completion, the work area shall be returned to pre-construction conditions. Loose materials, such as rocks to be removed by the Successful Responder, and loose soil shall be raked to existing grade. Natick Public Works will seed the area on an as needed basis.

Contractor shall be responsible for removal and proper disposal of existing fence material once removed.

No company logos or tags shall be permitted.

### B. GUARANTEE

The Successful Responder, if selected as the Contractor, shall furnish all supplies, equipment, and labor necessary for the performance of the services and delivery of equipment required by this request for Responses and warrants that it has in its employ, and throughout the term of any contract awarded or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this request for Responses, such that the Successful Responder's obligations shall be carried out in a prompt, safe and professional manner.

The Successful Responder, if selected as the Contractor, shall warrant to the Owner that the work to be performed under the Request for Responses Contract, shall be free from defects in material and workmanship for twelve (12) months after the Contractor fully completes the work. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the Contractor shall have the option of repairing or replacing the defective component(s) involved in the work. Any manufacturers' warranties shall be assigned to the Town.

### C. CONTRACT

It is anticipated that the town will issue a contract in the form of the attached document to the lowest and eligible responding party. No deviations shall be permitted.

#### D. SALES AND USE TAX EXEMPTION

Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the response price. Owner to provide a Certificate of Exemption Number to the contractor awarded the work.

## E. Successful Responding Party's Personnel

The Successful Responding party shall be responsible for any training of his/her/its personnel. The Successful Responding party's personnel shall be adequately trained by the Successful Responding party, shall be experienced in the provision of services specified in this RFR, and shall be of good moral character. All of the Successful Responding party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Responding party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.

2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Responding party will update this list whenever there is a change in personnel.

Any contract awarded pursuant to this RFR shall be awarded, if at all, to the responsible Responder offering to perform the contract work at the lowest price. Award shall be subject to appropriation. The Successful Responder shall enter into a contract in the form of the attached and shall comply with all bonding and insurance requirements stated therein.

## III. COMPLIANCE WITH LAWS

The Successful Responding party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Responding party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

#### IV. INSURANCE

The Successful Responding party shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFR and is incorporated herein by reference. Without limitation of other requirements of this RFR, no Contract shall be entered into by the parties unless the successful Responding party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

#### V. INDEMNIFICATION

The Successful Responding party shall assume the indemnification responsibilities described in the Contract which is a part of this RFR and is incorporated herein by reference.

# VI. INDEPENDENT CONTRACTOR STATUS

The Successful Responding party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Responding party and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including

without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

# VII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Responding party who is performing services under any Contract awarded by the Town of Natick, the Successful Responding party shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Responding party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Responding party to provide such information to the Town, the Successful Responding party shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

## VIII. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Responding party is prohibited on Town of Natick property which is the subject matter of this RFR and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Responding party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Responding party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Responding party shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

## IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Responding party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

# X. Minimum Prevailing Wage Rates

See attached.

## XI. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

# XII. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Responder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

# TOWN OF NATICK RESPONSE FORM

The undersigned Responding party hereby submits a response for fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick.

TOTAL BASE PRICE	FOR RFR COMPARISON
BASED UPON ESTIM	ATED QUANTITIES

\$	
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Specific items of this Contract may be eliminated or reduced in quantity, to the extent permitted by law, to keep within limits of available funding, at the OWNER'S option.

The undersigned certifies as follows:

- A. Responder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this RFR. (Responder shall attach to the Response Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Responder.
- B. Responder holds all applicable State and Federal permits, licenses and approvals. (Responder shall attach to the Response Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Responder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Responder holds all applicable documentation and Insurance in accordance with this RFR. (Responder shall attach to the Response Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Responder shall attach to the Response Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Responder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Responder has not defaulted on any Contract within the last five (5) years.

- H. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of his/her/its business.)
- I. Responder has adequate personnel and equipment to perform the work expeditiously. (Responder shall also attach to the Response Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Responses are sought. Responders shall attach to the Response Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Responder has suitable financial status to meet obligations incident to the work. (Responder shall attach to the Response Form a financial statement that shows the Responder's present financial status.
- K. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Responder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Responder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Responder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Responder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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.

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

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Responding party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Responding party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFR. No consultant to, or subcontractor for, the Responding party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responding party, or to any other person, corporation, or

entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responding party. No person, corporation, or other entity, other than a bona fide full time employee of the Responding party has been retained or hired to solicit for or in any way assist the Responding party in obtaining a Contract pursuant to this RFR upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responding party. The Responding party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Responding party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Responses. The Responding party understands that the Responding party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Responding party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Responding party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Responses.

The Responding party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responding party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Signature	
Printed Name	
Printed Title	
Date	
Full Legal Name	
Officers of Corporation and Addresses	

State of Incorporation	
Principal Place of Business	
Tel.	
Qualified in Massachusetts YesNo	
Principal Place of Business in MA	

ATTACHMENT
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)



# 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

ROSALIN ACOSTA Secretary WILLIAM D MCKINNEY

KARYN E. POLITO Lt. Governor

Town of Natick

Awarding Authority: Contract Number:

City/Town: NATICK

Description of Work:

Fence Installation/Replacement at JV Soccer, West Hill Park and Johnson School

Job Location:

West Street, South Main Street, Natick, MA

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

Wage Request Number: 20170727-078 Issue Date: 07/27/2017

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
LABORERS - ZONE 2	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)			\$11.50	\$7.10	\$0.00	\$54.50
			\$11.50	\$7.10	\$0.00	\$55.50
			\$11.50	\$7.10	\$0.00	\$56.50
			\$11.50	\$7.10	\$0.00	\$57.50
			\$11.50	\$7.10	\$0.00	\$58,50
			\$11.50	\$7.10	\$0.00	\$59.50
			\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER			\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2			\$7.60	\$13.50	\$0.00	\$54.38
			\$7.60	\$13.50	\$0.00	\$55.22
			\$7.60	\$13,50	\$0.00	\$56.06
			\$7.60	\$13,50	\$0.00	\$56.93
			\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$50.09	φ7.00	Ψ13.50	φα.σσ	Ψ37.77
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER	R - EQUIPMENT 12/01/2016 \$32.15  R - EQUIPMENT 12/01/2016 \$32.22  DIVER - EQUIPMENT 12/01/2016 \$32.34  DIVER - EQUIPMENT 12/01/2015 \$88.29  DIVER - EQUIPMENT 12/01/2017 \$33.15  DIVER - PIPE / MECH EQUIPT 12/01/2019 \$36.33  DIVER - PIPE / MECH EQUIPT 12/01/2017 \$35.90  DIVER - PIPE / MECH EQUIPT 12/01/2018 \$36.90  DIVER - PIPE / MECH EQUIPT 12/01/2018 \$37.90  DIVER - DIVER - BOOM 12/01/2020 \$40.90  DIVER - DIVER - BOOM 12/01/2020 \$41.90  DIVER - DIVER - BOOM 12/01/2017 \$33.28  DIVER - DIVER - BOOM 12/01/2017 \$33.28  DIVER - BOOM 12/01/2019 \$36.69  DIVER - BOOM 12/01/2017 \$46.38  DIVER - BOOM 12/01/2017 \$47.38  DIVER - DIVER - BOOM 12/01/2017 \$47.38  DIVER - BOOM 12/01/2018 \$34.12  DIVER - BOOM 12/01/2019 \$35.83   \$7.60	\$13.50	\$0.00	\$53.75		
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 2 of 30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
LABORERS - ZONE 2	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice-LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41	
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41	
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36	
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32	
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28	
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23	
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19	
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14	
Notes							
Appre	entice to Journeyworker Rati		· — — ·				
K/STONE/ARTI	FICIAL MASONRY (INCL. N	MASONRY 03/01/2017	7 \$48,	66 \$10.75	\$18.62	\$0.00 \$	78.03

Emect Step	ive Date - 03/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.33	\$10.75	\$18.62	\$0.00	\$53.70
2	60	\$29,20	\$10.75	\$18.62	\$0.00	\$58.57
3	70	\$34.06	\$10.75	\$18.62	\$0.00	\$63.43
4	80	\$38.93	\$10.75	\$18.62	\$0.00	\$68.30
5	90	\$43.79	\$10.75	\$18.62	\$0.00	\$73.16

Notes:						
Apprentice to Journeyworker Ratio:1:5						. 」
BULLDOZER/GRADER/SCRAPER	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 3 of 30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
ARBIDE CORE DRILL OPERATOR BORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55,22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	03/01/2017	\$38.77	\$9.90	\$17.00	\$0.00	\$65.67
CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2017	\$39.78	\$9.90	\$17.00	\$0.00	\$66.68
	03/01/2018	\$40.78	\$9.90	\$17.00	\$0.00	\$67.68
	09/01/2018	\$41.82	\$9.90	\$17.00	\$0.00	\$68.72
	03/01/2019	\$42.85	\$9.90	\$17.00	\$0.00	\$69.75

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 4 of 30

Issue Date: 07/27/2017

Apprentice - CARPENTER - Zone 2 Eastern MA

	I- I								
		ve Date -	03/01/2017				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$19.39	\$9.90	\$1.63	\$0.00	\$30.92	
	2	60		\$23.26	\$9.90	\$1.63	\$0.00	\$34.79	
	3	70		\$27.14	\$9.90	\$12.11	\$0.00	\$49.15	
	4	75		\$29.08	\$9.90	\$12.11	\$0.00	\$51.09	
	5	80		\$31.02	\$9.90	\$13.74	\$0.00	\$54.66	
	6	80		\$31.02	\$9.90	\$13.74	\$0.00	\$54.66	
	7	90		\$34.89	\$9.90	\$15.37	\$0.00	\$60.16	
	8	90		\$34.89	\$9.90	\$15.37	\$0.00	\$60.16	
		ve Date -	09/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50		\$19.89	\$9.90	\$1.63	\$0.00	\$31.42	
	2								
	3	70							
	4	75							
	5	80							
	6	80							
	7	90				\$15.37	\$0.00	\$61.07	
	8	90		\$35.80	\$9.90	\$15.37	\$0.00	\$61.07	
	1		Detto 115		and blocked process and		derenda Sarrendo Derecha sed		
CD CD WILL	2   60   \$23.26   \$9.90   \$1.63   \$0.00   \$34.79     3   70   \$27.14   \$9.90   \$12.11   \$0.00   \$49.15     4   75   \$29.08   \$9.90   \$12.11   \$0.00   \$51.09     5   80   \$31.02   \$9.90   \$13.74   \$0.00   \$54.66     6   80   \$31.02   \$9.90   \$13.74   \$0.00   \$54.66     7   90   \$34.89   \$9.90   \$15.37   \$0.00   \$56.16     8   90   \$34.89   \$9.90   \$15.37   \$0.00   \$56.16      Effective Date -   09/01/2017                                 Step   percent								
			DNI						\$75.52
•	,	•							\$76.19
									\$76.85
									\$77.52
				07/01/2019			\$19.41 \$19.41	\$1.30 \$1.30	\$78.18
				01/01/202	345.9	4 \$12.20			\$78.85

**Total Rate** 

Page 6 of 30 Wage Request Number: 20170727-078

\$51.41

01/01/2017

\$7.85

DELEADER (BRIDGE)

PAINTERS LOCAL 35 - ZONE 2

Issue Date: 07/27/2017

Page 7 of 30

	Step	ve Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56	
	2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79	
	3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69	
	4	65	\$33,42	\$7.85	\$4.32	\$0.00	\$45.59	
	5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95	
	6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85	
	7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75	
	8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56	
	Notes:	Steps are 750 hrs.						
MO: ADZEI		ntice to Journeyworker Ratio:1:1	0.601.001.0		A7. (0	\$14.CE	<b>\$0.00</b>	<b></b>
RORERS - ZONE			06/01/2017		\$7.60	\$14.65 \$14.65	\$0.00 \$0.00	\$59.25
			12/01/2017		\$7.60	\$14.65	\$0.00	\$60,10
			06/01/2018		\$7.60	\$14.65 \$14.65	\$0.00	\$61.05
			12/01/2018		\$7.60	\$14.65	\$0.00	\$62.00 \$63.00
			06/01/2019		\$7.60	\$14.65	\$0.00	
For apprentice	rates see '	'Apprentice- LABORER"	12/01/2019	\$41.75	\$7.60	ゆた4,0つ	ψυ.υυ	\$64.00
		DADER/HAMMER OPERATOR	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
ORERS - ZONE	3 2		12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
			06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
			12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
			06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
			12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00
		'Apprentice- LABORER"	/		<u> </u>	<b></b>	00.00	
MO: BURN HORERS - ZONE			06/01/2017		\$7.60	\$14.65	\$0.00	\$60,00
			12/01/2017		\$7.60	\$14.65	\$0.00	\$60.85
			06/01/2018		\$7.60	\$14.65	\$0.00	\$61.80
			12/01/2018		\$7.60	\$14.65	\$0.00	\$62.75
			06/01/2019		\$7.60	\$14.65	\$0.00	\$63.75
For apprentice	rates see '	'Apprentice- LABORER"	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
		CUTTER/SAWYER	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
ORERS - ZONE	₹ 2		12/01/2017		\$7.60	\$14.65	\$0.00	\$61.10
			06/01/2018		\$7.60	\$14.65	\$0.00	\$62,05
			12/01/2018		\$7.60	\$14.65	\$0.00	\$63.00
			06/01/2019		\$7.60	\$14.65	\$0.00	\$64.00
			12/01/2019		\$7.60	\$14.65	\$0.00	\$65.00
For apprentice	rates see	'Apprentice- LABORER"						

Wage Request Number: 20170727-078

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
LABORERS - ZONE 2	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"				····		
DEMO: WRECKING LABORER	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
LABORERS - ZONE 2	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
PILE DRIVER LOCAL 56 (ZONE 1)  For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$42.04	39.60	\$17,23	Ψ0.00	φ/1.0/
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						<del></del>
ELECTRICIAN	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 8 of 30

Effective Date Base Wage Health Pension Supplemental Total Rate
Unemployment

Effect Step	ive Date - 03/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
2	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
3	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
4	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
5	50	\$24.17	\$13.00	\$13.75	\$0.00	\$50.92
6	55	\$26.58	\$13.00	\$14.11	\$0.00	\$53.69
7	60	\$29.00	\$13.00	\$14.48	\$0.00	\$56.48
8	65	\$31.41	\$13.00	\$14.85	\$0.00	\$59.26
9	70	\$33.83	\$13.00	\$15.22	\$0.00	\$62.05
10	75	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
Effect	ive Date - 09/01/2017				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
2	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
3	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
4	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
5	50	\$24.64	\$13.00	\$13.76	\$0.00	\$51.40
6	55	\$27.10	\$13.00	\$14.12	\$0.00	\$54.22
7	60	\$29.57	\$13.00	\$14.50	\$0.00	\$57.07
8	65	\$32.03	\$13.00	\$14.87	\$0.00	\$59.90
9	70	\$34.50	\$13.00	\$15.25	\$0.00	\$62.75
10	75	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
Notes						
1	App Prior 1/1/03; 30/35/40	0/45/50/55/65/70/75/80				
	entice to Journeyworker Ra					

Classification

ELEVATOR CONSTRUCTORS LOCAL 4

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 9 of 30

Pension

	Step	ve Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21	
	2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71	
	3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30	
	4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09	
	5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68	
[	Notes:	Steps 1-2 are 6 mos.; Steps 3-5 are 1	year					
{	Annre	ntice to Journeyworker Ratio:1:1						
	NSTR	UCTOR HELPER	01/01/201	7 \$39.10	\$15.28	\$15.71	\$0.00	\$70.09
		'Apprentice - ELEVATOR CONSTRUCTOR"						
ENCE & GUA	RD RA		06/01/201	7 \$32.65	5 \$7.60	\$13.50	\$0.00	\$53.75
ABORERS - ZONE	2		12/01/201	7 \$33.28	8 \$7.60	\$13.50	\$0.00	\$54.38
			06/01/201	8 \$34.12	2 \$7.60	\$13.50	\$0.00	\$55,22
			12/01/201	8 \$34.90	5 \$7.60	\$13.50	\$0.00	\$56.06
			06/01/201	9 \$35,83	3 \$7.60	\$13.50	\$0.00	\$56.93
			12/01/201	9 \$36.69	\$7.60	\$13.50	\$0.00	\$57.79
		'Apprentice- LABORER"						
IELD ENG.INS PERATING ENGIN		RSON-BLDG,SITE,HVY/HWY	05/01/201	7 \$42.13	5 \$10.00		\$0.00	\$67.40
Elamino Enom	IDDING D	30,12 .	11/01/201	7 \$42.88	8 \$10.00		\$0.00	\$68.13
		A CORP LABOR ENGINEERS	05/01/201	8 \$43.59	9 \$10.00	\$15.25	\$0.00	\$68.84
		"Apprentice- OPERATING ENGINEERS" CHIEF-BLDG,SITE,HVY/HWY	05/01/201	7 \$43.6	1 \$10.00	\$15,25	\$0,00	\$68.86
PERATING ENGIN			11/01/201				\$0.00	\$69.59
			05/01/201				\$0.00	\$70.31
For apprentice 1	rates see '	"Apprentice- OPERATING ENGINEERS"	05/01/201	o 545,00	910.00	\$13.23	φ0.00	\$10.51
		SON-BLDG,SITE,HVY/HWY	05/01/201	7 \$22.4	1 \$10.00	\$15.25	\$0.00	\$47.66
PERATING ENGI	VEERS L	OCAL 4	11/01/201	7 \$22.83	3 \$10.00	\$15.25	\$0.00	\$48.08
			05/01/201	8 \$23.2	6 \$10.00	\$15,25	\$0.00	\$48.51
For apprentice 1	rates sec	"Apprentice- OPERATING ENGINEERS"						
TRE ALARM I			03/01/201	7 \$48.3	3 \$13.00	\$17.45	\$0.00	\$78.78
LECTRICIANS LO	CAL 103		09/01/201	7 \$49.2	8 \$13.00	\$17.48	\$0.00	\$79.76
			03/01/201	8 \$50.4	8 \$13.00	\$17.51	\$0.00	\$80.99
			09/01/201	8 \$51.6	7 \$13.00	\$17.55	\$0.00	\$82,22
			03/01/201	9 \$52.8	7 \$13.00	\$17.59	\$0.00	\$83.46
11		"Apprentice- ELECTRICIAN"						
IRE ALARM I	REPAII	R / MAINTENANCE	03/01/201	7 \$36.2	5 \$13.00		\$0.00	\$64.85
OCAL 103		/ COMMISSIONING ELECTRICIANS	09/01/201	7 \$36.9	6 \$13.00	\$15.62	\$0.00	\$65.58
			03/01/201	8 \$37.8	6 \$13.00	\$15.65	\$0.00	\$66.51
			09/01/201	8 \$38.7	5 \$13.00	\$15.67	\$0.00	\$67.42
			03/01/201	9 \$39.6	5 \$13.00	\$15.70	\$0.00	\$68.35

Classification  For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER)	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2017	\$20.50	\$7.60	\$13.50	\$0.00	\$41.60
LABORERS - ZONE 2	12/01/2017	\$21.50	\$7.60	\$13.50	\$0.00	\$42,60
	06/01/2018	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	12/01/2018	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	06/01/2019	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	12/01/2019	\$23.50	\$7.60	\$13.50	\$0.00	\$44.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2016	\$42,13	\$9.80	\$17.62	\$0.00	\$69.55

Apprei	ntice - FLOORCOVERER - Local 2	168 Zone I					
Effecti Step	ve Date - 03/01/2016  percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66	
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76	
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33	
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43	
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33	
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44	
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33	
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44	
Notes:	Steps are 750 hrs.	CONTRACT CON	Schoolsen Middidana Services 1	accussion autobioda provincia			
Appre	ntice to Journeyworker Ratio:1:1						
FORK LIFT/CHERRY		06/01/201	7 \$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS L		12/01/201	7 \$47.38	\$10.00	\$15.25	\$0.00	\$72.63
	"Apprentice- OPERATING ENGINEERS"					~~~	
	ING PLANT/HEATERS	06/01/201	7 \$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS L		12/01/201	7 \$32.55	\$10.00	\$15.25	\$0.00	\$57.80
	"Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PL SYSTEMS) GLAZIERS LOCAL 35 (ZONI	ANK/AIR BARRIER/INTERIOR E 2)	01/01/201	7 \$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 11 of 30

Classification

Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

Effecti Step	ve Date - 01/01/2017  percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31	
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01	
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39	
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76	
5	70	\$28.64	\$7.85	\$14.11	\$0,00	\$50.60	
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97	
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35	
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11	
Notes							
1	Steps are 750 hrs.					1	
Appre	entice to Journeyworker Ratio:1:						
STING ENGINEE	R/CRANES/GRADALLS	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
RATING ENGINEERS L	OCAL 4	12/01/2017	\$47.38	\$10,00	\$15.25	\$0.00	\$72.63

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 12 of 30

	iffectiv tep	e Date - percent	06/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	l	55		\$25.51	\$10.00	\$0.00	\$0.00	\$35.51	
2	2	60		\$27.83	\$10.00	\$15.25	\$0.00	\$53.08	
3	3	65		\$30.15	\$10.00	\$15.25	\$0.00	\$55.40	
4	4	70		\$32.47	\$10.00	\$15.25	\$0.00	\$57.72	
:	5	75		\$34.79	\$10.00	\$15.25	\$0.00	\$60.04	
(	5	80		\$37.10	\$10.00	\$15.25	\$0.00	\$62,35	
•	7	85		\$39.42	\$10.00	\$15.25	\$0.00	\$64.67	
5	8	90		\$41.74	\$10.00	\$15.25	\$0.00	\$66.99	
E	Effectiv	e Date -	12/01/2017				Supplemental		
S	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	55		\$26.06	\$10.00	\$0.00	\$0.00	\$36.06	
:	2	60		\$28.43	\$10.00	\$15.25	\$0.00	\$53.68	
;	3	65		\$30.80	\$10.00	\$15.25	\$0.00	\$56.05	
•	4	70		\$33.17	\$10.00	\$15.25	\$0.00	\$58,42	
;	5	75		\$35.54	\$10.00	\$15.25	\$0.00	\$60.79	
	6	80		\$37.90	\$10.00	\$15.25	\$0.00	\$63.15	
	7	85		\$40.27	\$10.00	\$15.25	\$0.00	\$65.52	
;	8	90		\$42.64	\$10.00	\$15.25	\$0.00	\$67.89	
	Notes:	atica to Ic	ourneyworker Ratio:1:6	COOLER DATES STREET SECOND SHIPE SEC	and Managara Malakasa Canada		and processing and an annual section of		
AC (DUCTW	ORK)		our ney worker Kantoriro	02/01/201	7 \$43.72	\$11.45	\$23.07	\$2.35	\$80.59
ETMETAL WORK	CERS LC	CAL 17 - A		08/01/201	7 \$43.83	\$11.45	\$24.03	\$2.38	\$81.69
r.	taa ana "	Apprentice	SHEET METAL WORKER"	02/01/201	8 \$44.98	\$11.45	\$24.03	\$2.38	\$82.84
AC (ELECTR	ICAL			03/01/201	7 \$48,33	\$13.00	\$17.45	\$0.00	\$78.78
CTRICIANS LOC	'AL 103			09/01/201	7 \$49.28	\$13.00	\$17.48	\$0.00	\$79.76
				03/01/201	8 \$50.48	\$13.00	\$17.51	\$0.00	\$80.99
				09/01/201	8 \$51.67	\$13.00	\$17.55	\$0.00	\$82.22
For apprentice ra	ites see "	Apprentice-	ELECTRICIAN"	03/01/201	9 \$52.87	\$13.00	\$17.59	\$0.00	\$83.46
AC (TESTIN	G ANI	BALAN	ICING - AIR)	02/01/201	7 \$43.72	\$11.45	\$23.07	\$2.35	\$80.59
ETMETAL WORI	KERS LC	JCAL 17 - A		08/01/201	7 \$43.83	\$11.45	\$24.03	\$2.38	\$81.69
				02/01/201	8 \$44.98	\$11.45	\$24.03	\$2.38	\$82.84
			SHEET METAL WORKER" ICING -WATER)	03/01/201	7 \$51.19	\$9.70	\$18.14	\$0.00	\$79.03
EFITTERS LOCA	L 537				., φυτίτ	Ψ2,10			4.7.00
		Apprentice-	PIPEFITTER" or "PLUMBER/PIP		7 00111	, eo ao	¢10 1 <i>A</i>	\$0.00	\$70.02
AC MECHAI				03/01/201	7 \$51.19	\$9.70	\$18.14	\$0.00	\$79.03

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice-PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
LABORERS - ZONE 2	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

Effect Step	ive Date - 09/01/2016 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.55	\$11.75	\$10.45	\$0.00	\$44.75
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52
Effect	ive Date - 09/01/2017				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12
Notes	 :					
	Steps are 1 year					
l Appr	entice to Journeyworker R	atio:1:4				
				.65 \$7.80	\$20.85	\$0.00 \$7

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 14 of 30

Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

Appre	ntice - IRONWORKER - Local 7 Bo	ston					
Effecti Step	ive Date - 03/16/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44	
2	70	\$31,26	\$7.80	\$20.85	\$0.00	\$59.91	
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14	
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37	
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60	
6	90	\$40.19	\$7.80	\$20.85	\$0,00	\$68.84	
Notes	** Structural 1:6; Ornamental 1:4			PROCESS CHARME HOLINGS	COMMISSION SPECIES COMMISSION SPECIES		
= =	entice to Journeyworker Ratio:**				010.50	40.00	0.00.00
IACKHAMMER & PA Laborers - zone 2	VING BREAKER OPERATOR	06/01/201			\$13.50	\$0.00	\$53.75
ABOICERS - ZONE Z		12/01/201			\$13.50	\$0.00	\$54.38
		06/01/201	8 \$34.1	2 \$7.60	\$13.50	\$0.00	\$55.22
		12/01/201	8 \$34.9	6 \$7.60	\$13.50	\$0.00	\$56.06
		06/01/201	9 \$35.8	3 \$7.60	\$13.50	\$0.00	\$56.93
		12/01/201	9 \$36,6	9 \$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see	"Apprentice- LABORER"						
LABORER		06/01/201	7 \$32.4	0 \$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2		12/01/201	7 \$33.0	3 \$7.60	\$13.50	\$0.00	\$54.13
		06/01/201	8 \$33.8	7 \$7.60	\$13.50	\$0.00	\$54.97
		12/01/201	8 \$34.7	1 \$7.60	\$13.50	\$0.00	\$55.81
		06/01/201	9 \$35.5	\$7.60	\$13.50	\$0.00	\$56.68
		12/01/201	9 \$36.4	\$7.60	\$13.50	\$0.00	\$57.54

Classification

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 15 of 30

	Effective		06/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
_		ercent		\$19.44	\$7.60	\$13.50	\$0.00	\$40.54	
		60		\$19.44 \$22.68	\$7.60	\$13.50	\$0.00	\$43.78	
		70			\$7.60	\$13.50	\$0.00	\$47.02	
		80		\$25.92		\$13.50	\$0.00	\$50.26	
	4	90		\$29.16	\$7.60	φ13.3 <b>0</b>	φ0,00	Ψ30.20	
]	Effective	Date -	12/01/2017				Supplemental		
ç	Step p	ercent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
_	1	60	•	\$19.82	\$7.60	\$13.50	\$0.00	\$40.92	
	2	70		\$23.12	\$7.60	\$13.50	\$0.00	\$44.22	
	3 .	80		\$26.42	\$7.60	\$13.50	\$0.00	\$47.52	
	4	90		\$29.73	\$7.60	\$13.50	\$0.00	\$50.83	
ſ									
i) 	Notes:								
1	 					and proper knows to		j	
	Apprent	ice to Jo	urneyworker Ratio:1:5						
BORER: CAI	RPENTE	R TEND	ER	06/01/201	7 \$32.4	40 \$7.60	\$13.50	\$0.00	\$53.50
BORERS - ZONE 2	2			12/01/201	7 \$33.0	03 \$7.60	\$13.50	\$0.00	\$54.13
				06/01/201	8 \$33.	87 \$7.60	\$13.50	\$0.00	\$54.97
				12/01/201	8 \$34.	71 \$7.60	\$13.50	\$0.00	\$55.81
				06/01/201	9 \$35.	58 \$7.60	\$13.50	\$0.00	\$56.68
				12/01/201	9 \$36.	44 \$7.60	\$13.50	\$0.00	\$57.54
For apprentice r									
BORER: CEN		INISHE	R TENDER	06/01/201	7 \$32.		\$13.50	\$0.00	\$53.50
BORERS - ZONE	2			12/01/201	7 \$33.	03 \$7.60	\$13.50	\$0.00	\$54.13
				06/01/201	8 \$33.		\$13.50	\$0.00	\$54.97
				12/01/201	.8 \$34.	71 \$7.60		\$0.00	\$55.81
				06/01/201	9 \$35.	58 \$7.60		\$0.00	\$56.68
				12/01/201	9 \$36.	44 \$7.60	\$13.50	\$0.00	\$57.54
For apprentice r							010.45	00.00	##A 75
		US WAS	STE/ASBESTOS REMOVE					\$0.00	\$53.65
BORERS - ZONE	. 4			12/01/20				\$0.00	\$54.28
				06/01/20				\$0.00	\$55.12
				12/01/20	18 \$34.	.91 \$7.60	\$13.45	\$0.00	\$55.96
				12/01/20					
				06/01/20		.78 \$7.60	\$13.45 \$13.45	\$0.00 \$0.00	\$56.83 \$57.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
ABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
·	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54
This classification applies to all tree work associated with the removal of stand a utility company for the purpose of operation, maintenance or repair of utility	ing trees, and trimming and re- company equipment. For appro	noval of branche entice rates see ".	s and limbs wi Apprentice- La	ien the work i ABORER"	s not dane for	
LASER BEAM OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$38.78	\$10.75	\$17.67	\$0.00	\$67.20

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.75	\$17.67	\$0,00	\$47.81
2	60	\$23.27	\$10.75	\$17.67	\$0.00	\$51.69
3	70	\$27.15	\$10.75	\$17.67	\$0.00	\$55.57
4	80	\$31.02	\$10.75	\$17.67	\$0.00	\$59.44
5	90	\$34.90	\$10.75	\$17.67	\$0.00	\$63.32
Notes	entice to Journeyworker R					

..... Wage Request Number: 20170727-078

	Step	ve Date - 02/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50	\$25.40	\$10.75	\$19.22	\$0.00	\$55.37	
	2	60	\$30.48	\$10.75	\$19.22	\$0.00	\$60.45	
	3	70	\$35.56	\$10.75	\$19.22	\$0.00	\$65.53	
	4	80	\$40.64	\$10.75	\$19.22	\$0.00	\$70.61	
	5	90	\$45.72	\$10.75	\$19.22	\$0.00	\$75.69	
	Notes:							
	Appre	ntice to Journeyworker Ratio:1:5					j	
		ERATOR (ON CONST. SITES)	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
PERATING ENG			12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
		'Apprentice- OPERATING ENGINEERS"						
	ECHANICS MAINTENANCE erating engineers local 4		06/01/2013		\$10.00	\$15.25	\$0.00	\$71.18
			12/01/2017	7 \$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice		'Apprentice- OPERATING ENGINEERS"	04/01/2017	7 \$35,47	\$9.90	\$18.50	\$0.00	\$63.8
ILLWRIGHTS LO	-		10/01/201		\$9.90 \$9.90	\$18.50	\$0.00	\$64.72
			04/01/201		\$9.90	\$18.50	\$0.00	\$65.5
			10/01/2018		\$9.90	\$18.50	\$0.00	\$66.42
			10/01/2010	3 430.02	Ψ).)	410.00	40.00	ΨΟΟ. 1.
			04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27
		ntice - <i>MILLWRIGHT - Local 1121</i> ive Date - 04/01/2017 percent			\$9.90 Pension	\$18.50 Supplemental Unemployment	\$0.00  Total Rate	
	Effect		Zone 2			Supplemental		:
	Effect Step	ive Date - 04/01/2017 percent	Zone 2  Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	Effect Step	percent 04/01/2017	Zone 2  Apprentice Base Wage \$19.51	Health \$9.90	Pension \$5.31	Supplemental Unemployment \$0.00	Total Rate \$34.72	;
	Step 1 2	percent 04/01/2017  55 65	Apprentice Base Wage \$19.51 \$23.06	Health \$9.90 \$9.90	Pension \$5.31 \$15.13	Supplemental Unemployment \$0.00 \$0.00	Total Rate \$34.72 \$48.09	
	Effect Step  1  2  3  4  Effect	percent 04/01/2017  percent 55 65 75 85 ive Date - 10/01/2017	Apprentice Base Wage \$19.51 \$23.06 \$26.60 \$30.15	Health \$9.90 \$9.90 \$9.90 \$9.90	Pension \$5.31 \$15.13 \$16.10	Supplemental Unemployment \$0.00 \$0.00 \$0.00	Total Rate \$34.72 \$48.09 \$52.60	
	Effect Step 1 2 3 4	ive Date - 04/01/2017 percent  55 65 75 85 ive Date - 10/01/2017 percent	Apprentice Base Wage \$19.51 \$23.06 \$26.60 \$30.15  Apprentice Base Wage	Health \$9.90 \$9.90 \$9.90 \$9.90	Pension \$5.31 \$15.13 \$16.10 \$17.06	Supplemental Unemployment \$0.00 \$0.00 \$0.00 \$0.00 Supplemental Unemployment	Total Rate \$34.72 \$48.09 \$52.60 \$57.11	
	Step  1 2 3 4  Effect Step	ive Date - 04/01/2017 percent  55 65 75 85 ive Date - 10/01/2017 percent  55	Apprentice Base Wage \$19.51 \$23.06 \$26.60 \$30.15  Apprentice Base Wage \$19.98	Health \$9.90 \$9.90 \$9.90 \$9.90 Health \$9.90	Pension \$5.31 \$15.13 \$16.10 \$17.06  Pension \$5.31	Supplemental Unemployment \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Supplemental Unemployment	Total Rate \$34.72 \$48.09 \$52.60 \$57.11 Total Rate	
	Effect Step 1 2 3 4 Effect Step 1 2	ive Date - 04/01/2017 percent  55 65 75 85 ive Date - 10/01/2017 percent  55 65	Apprentice Base Wage \$19.51 \$23.06 \$26.60 \$30.15  Apprentice Base Wage \$19.98 \$23.61	Health \$9.90 \$9.90 \$9.90 \$9.90 Health \$9.90 \$9.90	Pension \$5.31 \$15.13 \$16.10 \$17.06  Pension \$5.31 \$15.13	Supplemental Unemployment \$0.00 \$0.00 \$0.00 \$0.00 Supplemental Unemployment \$0.00 \$0.00	Total Rate \$34.72 \$48.09 \$52.60 \$57.11 Total Rate \$35.19 \$48.64	
	Effect Step  1 2 3 4  Effect Step  1	ive Date - 04/01/2017 percent  55 65 75 85 ive Date - 10/01/2017 percent  55	Apprentice Base Wage \$19.51 \$23.06 \$26.60 \$30.15  Apprentice Base Wage \$19.98	Health \$9.90 \$9.90 \$9.90 \$9.90 Health \$9.90	Pension \$5.31 \$15.13 \$16.10 \$17.06  Pension \$5.31	Supplemental Unemployment \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Supplemental Unemployment	Total Rate \$34.72 \$48.09 \$52.60 \$57.11 Total Rate \$35.19	
	Effect Step 1 2 3 4 Effect Step 1 2 3 3	ive Date - 04/01/2017 percent  55 65 75 85  ive Date - 10/01/2017 percent  55 65 75 85	Apprentice Base Wage \$19.51 \$23.06 \$26.60 \$30.15  Apprentice Base Wage \$19.98 \$23.61 \$27.24	Health \$9.90 \$9.90 \$9.90 \$9.90 Health \$9.90 \$9.90 \$9.90	Pension  \$5.31 \$15.13 \$16.10 \$17.06  Pension  \$5.31 \$15.13 \$16.10	Supplemental Unemployment \$0.00 \$0.00 \$0.00 \$0.00 Supplemental Unemployment \$0.00 \$0.00	Total Rate \$34.72 \$48.09 \$52.60 \$57.11 Total Rate \$35.19 \$48.64 \$53.24	

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

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

Effect	ive Date - 01/01/2	017			Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35,99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes: Steps are 750 hrs. Apprentice to Journeyworker Ratio:1:1

01/01/2017

\$42.31

\$7.85

\$16.10

\$0.00

\$66.26

PAINTER (SPRAY OR SANDBLAST, NEW) \*

\* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Page 19 of 30 20170727-078 Issue Date: 07/27/2017 Wage Request Number:

Issue Date: 07/27/2017

Page 20 of 30

Step	ive Date - 01/01/2017  percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37
Notes	Steps are 750 hrs.					
Appre	entice to Journeyworker Ratio:1:					
NTER (SPRAY OF	R SANDBLAST, REPAINT)	01/01/201	7 \$40.	37 \$7.85	\$16.10	\$0.00 \$64.32

		itice - PAINTER Local 35 Zone 2 - S	pray/Sandblast - Repaint					
	Effective Step	ve Date - 01/01/2017 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04	
	2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71	
	3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06	
	4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41	
	5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22	
	6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57	
	7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92	
	8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62	
	Notes:	Steps are 750 hrs.						
PAINTER (TRA			06/01/201	7 \$32.4	10 \$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE		,	12/01/201			\$13.50	\$0.00	\$54.13
			06/01/201	8 \$33.8	\$7.60	\$13.50	\$0.00	\$54.97
			12/01/201	8 \$34.7	71 \$7.60	\$13.50	\$0.00	\$55.81
			06/01/201	9 \$35.5	58 \$7.60	\$13.50	\$0.00	\$56,68
For Apprentice	rates see	"Apprentice- LABORER"	12/01/201	9 \$36.4	\$7.60	\$13.50	\$0.00	\$57.54
PAINTER / TA: * If 30% or mor	PER (B		01/01/20I	7 \$40.9	91 \$7.85	\$16.10	\$0.00	\$64.86

Wage Request Number: 20170727-078

Pension

: - Local 35 2	Zone 2 -	BRUSH NEW
(	R - Local 35 2	R - Local 35 Zone 2 -

Effect	ive Date -	01/01/2017				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55		\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60		\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65		\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70		\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75		\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80		\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90		\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 2

01/01/2017 \$38.97

\$16.10 \$7.85

\$0.00

\$62.92

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

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

	Steps are 750 hrs.	
l	entice to Journeyworker Ratio:1:1	

Apprended to dourney notice! Amitorial						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)  PILE DRIVER LOCAL 56 (ZONE 1)  For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$42,04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

Wage Request Number: 20170727-078 Page 21 of 30 Issue Date: 07/27/2017

Total Rate

	Pate - 08/01/2015 rcent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1 50	)	\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
2 60	)	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
3 70	)	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
4 7:	5	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
5 80	)	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6 80	)	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
7 90	)	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8 90	)	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
Notes:	e to Journeyworker Ratio:1:					

		ntice - PIPEFITTER - Loc ive Date - 03/01/2017 percent	cal 537  Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68	
	2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88	
	3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55	
	4	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67	
	5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79	
	Appre	Refrig/AC Mechanic **1 entice to Journeyworker R	:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:1 atio:**	7;9:20;10:23	S(Max)	u pagera acuster timeral	PACHE MARK ESPECIA DE	
	Appre	entice to Journeyworker R				010.50	00.00	0.50.55
PIPELAYER Laborers - zoni	7.2		06/01/201			\$13.50	\$0.00	\$53.75
ABOREKI - ZOIYA			12/01/201	7 \$33.2	28 \$7.60	\$13.50	\$0.00	\$54.38
			06/01/201	8 \$34.1	2 \$7.60	\$13,50	\$0.00	\$55.22
			12/01/201	8 \$34.9	96 \$7.60	\$13.50	\$0.00	\$56.06
			06/01/201	9 \$35.8	\$7.60	\$13.50	\$0.00	\$56.93
			12/01/201	9 \$36.6	59 \$7.60	\$13.50	\$0.00	\$57.79
For apprentice	rates see	"Apprentice- LABORER"						<b></b>
PLUMBERS &			03/01/201	7 \$52.€	59 \$11.32	\$15.46	\$0.00	\$79.47

Total Rate

Page 23 of 30

Issue Date: 07/27/2017

		ve Date - 03/01/2017	Annrant	ice Base Wage	Heal	th	Pension	Supplemental Unemployment	Total 1	Rate
	Step	percent	Apprent				\$5.74	\$0.00		5.50
	1	35		\$18.44	\$11.3			\$0.00		8.89
	2	40		\$21.08	\$11.3		\$6.49	\$0.00		9.03
	3	55		\$28.98	\$11.3		\$8.73	\$0.00		5.80
	4	65		\$34.25	\$11.3		\$10.23	\$0.00		2.56
	5	75		\$39.52	\$11.3	32	\$11.72	\$0.00	φυ	2.30
	Notes:									
		** 1:2; 2:6; 3:10; 4:14; 5:1!	9/Steps are 1 yr							
	L	Step4 with lic\$58.50 Step5						. — — <del>—</del>		. 」
		ntice to Journeyworker Ra	10;^^					#10.14	\$0.00	\$70.03
VEUMATIC PEFITTERS LO		OLS (TEMP.)		03/01/201	7	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
		"Apprentice- PIPEFITTER" or "PLU	MBER/PIPEFITTER"							
		TOOL OPERATOR		06/01/201	7	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
BORERS - ZON.	e Z			12/01/201	7	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
				06/01/201	8	\$34.12		\$13.50	\$0.00	\$55.22
				12/01/201	8	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
				06/01/201	9	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
				12/01/201	9	\$36,69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentic		"Apprentice- LABORER"  A STER		06/01/201	7	\$33.40	\$7.60	\$13.50	\$0.00	\$54.50
ABORERS - ZON				12/01/201		\$34.03		\$13.50	\$0.00	\$55.13
				06/01/20		\$34.87		\$13.50	\$0.00	\$55.97
				12/01/20		\$35.71		\$13.50	\$0.00	\$56.81
				06/01/20		\$36,58		\$13.50	\$0.00	\$57.68
				12/01/20		\$37.44		\$13.50	\$0.00	\$58.54
For apprentic	e rates see	"Apprentice- LABORER"								
		RRICK/TRENCHING MAC	CHINE	06/01/20	17	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
PERATING ENC				12/01/20	17	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
		"Apprentice- OPERATING ENGIN	IEERS"						<b>#0.00</b>	001.00
PUMP OPERA OPERATING ENG	ATOR (	CONCRETE)		06/01/20	17	\$46.38			\$0.00	\$71.63
			IEEDC"	12/01/20	17	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
		"Apprentice- OPERATING ENGIN	ELKS	06/01/20	17	\$31.86	5 \$10.00	\$15.25	\$0.00	\$57.11
PUMP OPER. OPERATING EN	ATOK () GINEERS :	DEWATERING, OTHER) LOCAL 4				\$32.55			\$0.00	\$57.80
		: "Apprentice- OPERATING ENGIN	EERS"	12/01/20	1 /	<i>ـ د.ع</i> دم	, 910.00	Ψ.υ.mυ		\$57.00
		RETE DRIVERS after 4/30/1		07/01/20	17	\$28.18	8 \$8.48	\$9.72	\$0.00	\$46.38
Drivers Hire	i After 4	/30/2010) TEAMSTERS LOCAL 2	5c							
READY-MIX		RETE DRIVER		07/01/20	17	\$29.48	8 \$8.48	\$9.72	\$0.00	\$47.68
RECLAIMER			***	06/01/20	17	\$45.93	3 \$10.00	\$15.25	\$0.00	\$71.18
OPERATING EN		LOCAL 4		12/01/20		\$46.93			\$0.00	\$72.17
		e "Apprentice- OPERATING ENGI	TEED C"	-2.01/20						

Wage Request Number: 20170727-078

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RESIDENTIAL WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Residential Wood)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2017	\$26.31	\$7.07	\$7.18	\$0.00	\$40.56
** The Residential Wood Frame Carpenter classification applies	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
only to the construction of new, wood frame residences that do not exceed four stories including the basement. CARPENTERS - ZONE	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
2 (Residential Wood)	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88

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

Effe Ster	ctive Date - percent	04/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
$\frac{\frac{1}{1}}{1}$	60		\$15.79	\$7.07	\$0.00	\$0.00	\$22.86	
2	60		\$15.79	\$7.07	\$0.00	\$0.00	\$22.86	
3	65		\$17.10	\$7.07	\$7.18	\$0.00	\$31.35	
4	70		\$18.42	\$7.07	\$7.18	\$0.00	\$32.67	
5	75		\$19.73	\$7.07	\$7.18	\$0.00	\$33.98	
6	80		\$21.05	\$7.07	\$7.18	\$0.00	\$35.30	
7	85		\$22.36	\$7.07	\$7.18	\$0.00	\$36.61	
8	90		\$23.68	\$7.07	\$7.18	\$0.00	\$37.93	
Eff	ective Date -	10/01/2017				Supplemental	Tatal Date	
Ste	p percent		Apprentice Base Wage		Pension	Unemployment	Total Rate	
1	60		\$16.16	\$7.07	\$0.00	\$0.00	\$23.23	
2	60		\$16.16	\$7.07	\$0.00	\$0.00	\$23.23	
3	65		\$17.50	\$7.07	\$7.18	\$0.00	\$31.75	
4	70		\$18.85	\$7.07	\$7.18	\$0.00	\$33.10	
5	75		\$20.20	\$7.07	\$7.18	\$0.00	\$34.45	
6	80		\$21.54	\$7.07	\$7.18	\$0.00	\$35.79	
7	85		\$22.89	\$7.07	\$7.18	\$0.00	\$37.14	
8	90		\$24.24	\$7.07	\$7.18	\$0.00	\$38.49	)
No	tes:							
l Ap	prentice to Jo	ourneyworker Ratio:1	:5		parameter concessed because of		married leasens scanner so	
E-ON MOTOR	IZED BUGGY	OPERATOR	06/01/201	7 \$33	2.65 \$7.60		\$0.00	\$53.75
ORERS - ZONE 2			12/01/201	.7 \$3:	3.28 \$7.60	\$13.50	\$0.00	\$54.38
			06/01/201	8 \$3	4.12 \$7.60	\$13.50	\$0.00	\$55.22
			12/01/201	18 \$3	4.96 \$7.60	\$13.50	\$0.00	\$56.06
			06/01/201	19 \$3	5.83 \$7.60		\$0.00	\$56.93
			12/01/201	19 \$3	6.69 \$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates						0 015 25	\$0.00	¢71.10
LLER/SPREAL RATING ENGINEE		NG MACHINE	06/01/20 12/01/20		5,93 \$10.0 6,92 \$10.0		\$0.00 \$0.00	\$71.18 \$72.17

Wage Request Number: 20170727-078

Issue Date: 07/27/2017

Classification				Effective Da	e Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		Apprentice- OPERATING				41110	612.90	90.00	\$66.26
ROOFER (Inc.R ROOFERS LOCAL S		Vaterproofing &Roofe	r Damproofg)	02/01/2017		\$11.10	\$13.80	\$0.00 \$0.00	\$67.36
.007 12.0 20 0.12 2				08/01/2017		\$11.10	\$13.80		
				02/01/2018		\$11.10	\$13.80	\$0.00	\$68.51
				08/01/2018		\$11.10	\$13.80	\$0.00 \$0.00	\$69.61 \$70.76
				02/01/2019	\$45.86	\$11.10	\$13.80	φυ.υυ	φ/0./0
		ntice - ROOFER - I							
		ve Date - 02/01/20	)17	Apprentice Base Wage	Ugalth	Pension	Supplementa Unemploymen		<u>.</u>
	Step	percent							
	1	50		\$20.68	\$11.10	\$3.44	\$0.0		
	2	60		\$24.82	\$11.10	\$13.80	\$0.0		
	3	65		\$26.88	\$11.10	\$13.80	\$0.0		
	4	75		\$31.02	\$11.10	\$13.80	\$0.0		
	5	85		\$35.16	\$11.10	\$13.80	\$0.0	0 \$60.00	)
	Effect	ive Date - 08/01/2	017		** **	n .	Supplement		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployme		
	1	50		\$21.23	\$11.10	\$3.44	\$0.0		
	2	60		\$25,48	\$11.10	\$13.80	\$0.0		
	3	65		\$27.60	\$11.10	\$13.80	\$0.0	0 \$52.5	)
	4	75		\$31.85	\$11.10	\$13.80	\$0.0	0 \$56.7	5
	5	85		\$36.09	\$11.10	\$13.80	\$0.0	0 \$60.9	)
	1	: ** 1:5, 2:6-10, the Step 1 is 2000 hrs. (Hot Pitch Mechan entice to Journeywo	Steps 2-5 are 100 ics' receive \$1.00 I		and account material blacks				
ROOFER SLA	TE/TI	LE/PRECAST CON	CRETE	02/01/201	7 \$41.61	\$11.10	\$13.80	\$0.00	\$66.51
ROOFERS LOCAL				08/01/201	7 \$42.71	\$11.10	\$13.80	\$0.00	\$67.61
				02/01/201	8 \$43.86	\$11.10	\$13.80	\$0.00	\$68.76
				08/01/201	8 \$44.96	\$11.10	\$13.80	\$0.00	\$69.86
				02/01/201			\$13.80	\$0.00	\$71.01
For apprentic	e rates see	"Apprentice- ROOFER"							
SHEETMETA				02/01/201	7 \$43.72	\$11.45	\$23.07	\$2.35	\$80.59
SHEETMETAL WO	ORKERS I	LOCAL 17 - A		08/01/201	7 \$43.83	\$11.45	\$24.03	\$2.38	\$81.69

\$2.38

\$82.84

\$11.45 \$24.03

Page 25 of 30 20170727-078 Wage Request Number: Issue Date: 07/27/2017

02/01/2018

\$44.98

\$7.05

\$25.81

\$7.07

\$0.00

\$39.93

SIGN ERECTOR

PAINTERS LOCAL 35 - ZONE 2

tep	ve Date - percent	02/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$17,49	\$11.45	\$5,24	\$0.00	\$34.18
2	40		\$17.49	\$11.45	\$5.24	\$0.00	\$34.18
3	45		\$19.67	\$11.45	\$10.31	\$1.24	\$42.67
4	45		\$19.67	\$11.45	\$10.31	\$1.24	\$42.67
5	50		\$21.86	\$11.45	\$11.21	\$1.34	\$45.86
6	50		\$21.86	\$11.45	\$11.46	\$1.34	\$46.11
7	60		\$26.23	\$11.45	\$13.02	\$1.52	\$52.22
8	65		\$28.42	\$11.45	\$13.93	\$1.61	\$55.41
9	75		\$32.79	\$11.45	\$15.74	\$1.80	\$61.78
10	85		\$37.16	\$11.45	\$17.05	\$1.97	\$67.63
E ffact	ive Date -	08/01/2017				Supplemental	m . 15 .
	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
Step	percent 40		Apprentice Base Wage \$17.53	Health \$11.45	Pension \$5.61	Unemployment \$0.00	\$34.59
Step							
Step 1	40		\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
Step 1 2	40 40		\$17.53 \$17.53	\$11.45 \$11.45	\$5.61 \$5.61	\$0.00 \$0.00	\$34.59 \$34.59
Step  1  2  3	40 40 45		\$17.53 \$17.53 \$19.72	\$11.45 \$11.45 \$11.45	\$5.61 \$5.61 \$10.76	\$0.00 \$0.00 \$1.26	\$34.59 \$34.59 \$43.19
Step 1 2 3 4	40 40 45 45		\$17,53 \$17.53 \$19.72 \$19.72	\$11.45 \$11.45 \$11.45 \$11.45	\$5.61 \$5.61 \$10.76 \$10.76	\$0.00 \$0.00 \$1.26 \$1.26	\$34.59 \$34.59 \$43.19 \$43.19
Step 1 2 3 4 5	40 40 45 45 50		\$17.53 \$17.53 \$19.72 \$19.72 \$21.92	\$11.45 \$11.45 \$11.45 \$11.45 \$11.45	\$5.61 \$5.61 \$10.76 \$10.76 \$11.71	\$0.00 \$0.00 \$1.26 \$1.35	\$34.59 \$34.59 \$43.19 \$43.19 \$46.43
Step 1 2 3 4 5 6	40 40 45 45 50 50		\$17.53 \$17.53 \$19.72 \$19.72 \$21.92	\$11.45 \$11.45 \$11.45 \$11.45 \$11.45 \$11.45	\$5.61 \$5.61 \$10.76 \$10.76 \$11.71 \$11.96	\$0.00 \$0.00 \$1.26 \$1.26 \$1.35	\$34.59 \$34.59 \$43.19 \$43.19 \$46.43 \$46.69
Step 1 2 3 4 5 6 7	40 40 45 45 50 50 60		\$17.53 \$17.53 \$19.72 \$19.72 \$21.92 \$21.92 \$26.30	\$11.45 \$11.45 \$11.45 \$11.45 \$11.45 \$11.45 \$11.45	\$5.61 \$5.61 \$10.76 \$10.76 \$11.71 \$11.96 \$13.61	\$0.00 \$0.00 \$1.26 \$1.35 \$1.36 \$1.54	\$34.59 \$34.59 \$43.19 \$43.19 \$46.43 \$46.69 \$52.90

Issue Date: 07/27/2017 Wage Request Number: 20170727-078 Page 26 of 30

06/01/2013

Effect Step	ive Date - 06/01/2013  percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98	
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72	
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01	
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30	
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19	
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48	
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77	
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06	
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35	
Notes	and designed product processes processed agreemy depletons and processes and processes are a second processes are a se	proposed Muldishing population describes Management	-	PART PART -			
	Steps are 4 mos.						
L Appr	entice to Journeyworker Ratio:1:1	and hopers are considered records are seen become personal personal					
CIALIZED EART	H MOVING EQUIP < 35 TONS CIL NO. 10 ZONE B	12/01/201	6 \$32.44	\$10.91	\$10.89	\$0.00	\$54.24
CIALIZED EART	TH MOVING EQUIP > 35 TONS CIL NO. 10 ZONE B	12/01/201	6 \$32.73	\$10.91	\$10.89	\$0.00	\$54.53
INKLER FITTER		03/01/201	7 \$56.08	\$8.77	\$17.20	\$0.00	\$82.05

Effect Step	tive Date - 03/01/2017  percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	35	\$19.63	\$8.52	\$8.70	\$0.00	\$36.85	
2	40	\$22.43	\$8.52	\$8.70	\$0.00	\$39.65	
3	45	\$25.24	\$8.52	\$8.70	\$0.00	\$42.46	
4	50	\$28.04	\$8.52	\$8.70	\$0.00	\$45.26	
5	55	\$30.84	\$8.52	\$8.70	\$0.00	\$48.06	
6	60	\$33.65	\$8.52	\$10.20	\$0.00	\$52.37	
7	65	\$36.45	\$8.52	\$10.20	\$0.00	\$55.17	
8	70	\$39.26	\$8.52	\$10.20	\$0.00	\$57.98	
9	75	\$42.06	\$8.52	\$10.20	\$0.00	\$60.78	
10	80	\$44.86	\$8.52	\$10.20	\$0.00	\$63.58	
	s: Apprentice entered prior 9/30/10: 40/45/50/55/60/65/70/75/80/85 Steps are 850 hours		parents province therein.			·	
	entice to Journeyworker Ratio:1:3	06/01/2017	\$45.93	\$10,00	\$15.25	\$0,00	\$71.18
M BOILER OP		12/01/2017	•	-	\$15.25	\$0.00	\$72.13

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
ELECTRICIANS LOCAL 103	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37,86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

	ve Date -	03/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent			\$13,00	\$0.44	\$0.00	\$27,94
1	40		\$14.50		\$0.44	\$0.00	\$27.94
2	40		\$14.50	\$13.00 \$13.00	\$12.54	\$0.00	\$41.85
3	45		\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
4	45		\$16.31		\$12.34	\$0.00	\$43.94
5	50	,	\$18.13	\$13.00	•	\$0.00	\$46.03
6	55		\$19.94	\$13.00	\$13.09	\$0.00	\$48.12
7	60		\$21.75	\$13.00	\$13.37		\$50.21
8	65		\$23.56	\$13.00	\$13.65	\$0.00	
9	70		\$25.38	\$13.00	\$13.93	\$0.00	\$52.31
10	75		\$27.19	\$13.00	\$14.21	\$0.00	\$54.40
		0.0104/0.015					
Effect	ive Date -	09/01/2017				Supplemental	
	rive Date - percent	09/01/2017	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		09/01/2017	Apprentice Base Wage	Health \$13.00	Pension \$0.44		Total Rate
Step	percent	09/01/2017				Unemployment	
Step 1	percent 40	09/01/2017	\$14.78	\$13.00	\$0.44	Unemployment \$0.00	\$28,22
Step 1 2	40 40	09/01/2017	\$14.78 \$14.78	\$13.00 \$13.00	\$0.44 \$0.44	\$0.00 \$0.00	\$28.22 \$28.22
Step  1  2  3	40 40 45	09/01/2017	\$14.78 \$14.78 \$16.63	\$13.00 \$13.00 \$13.00	\$0.44 \$0.44 \$12.55	\$0.00 \$0.00 \$0.00	\$28.22 \$28.22 \$42.18
Step 1 2 3 4	40 40 45 45	09/01/2017	\$14.78 \$14.78 \$16.63 \$16.63	\$13.00 \$13.00 \$13.00 \$13.00	\$0.44 \$0.44 \$12.55 \$12.55	\$0.00 \$0.00 \$0.00 \$0.00	\$28.22 \$28.22 \$42.18 \$42.18 \$44.30
Step 1 2 3 4 5	percent 40 40 45 45 50 55	09/01/2017	\$14.78 \$14.78 \$16.63 \$16.63 \$18.48	\$13.00 \$13.00 \$13.00 \$13.00 \$13.00	\$0.44 \$0.44 \$12.55 \$12.55 \$12.82	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$28.22 \$28.22 \$42.18
Step 1 2 3 4 5 6 7	90 percent 40 40 45 45 50 55 60	09/01/2017	\$14.78 \$14.78 \$16.63 \$16.63 \$18.48 \$20.33	\$13.00 \$13.00 \$13.00 \$13.00 \$13.00 \$13.00	\$0.44 \$0.44 \$12.55 \$12.55 \$12.82 \$13.10	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$28.22 \$28.22 \$42.18 \$42.18 \$44.30 \$46.43
Step 1 2 3 4 5 6	percent 40 40 45 45 50 55	09/01/2017	\$14.78 \$14.78 \$16.63 \$16.63 \$18.48 \$20.33 \$22.18	\$13.00 \$13.00 \$13.00 \$13.00 \$13.00 \$13.00 \$13.00	\$0.44 \$0.44 \$12.55 \$12.55 \$12.82 \$13.10 \$13.39	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$28.22 \$28.22 \$42.18 \$42.18 \$44.30 \$46.43 \$48.57

TERRAZZO FINISHERS
BRICKLAYERS LOCAL 3 - MARBLE & TILE

Apprentice to Journeyworker Ratio:1:1

02/01/2017

\$49.70

\$10.75 \$19.22

\$0.00

\$79.67

Total Rate

	Effecti Step	ve Date - percent	02/01/2017	Apprentice B	ase Wage	Health		Pension	Supplemental Unemployment	Total Rate	
	1	50		\$24	1.85	\$10.75		\$19.22	\$0.00	\$54.82	
	2	60		\$29	9.82	\$10.75		\$19.22	\$0.00	\$59.79	
	3	70		\$34	1.79	\$10.75		\$19.22	\$0.00	\$64.76	
	4	80		\$39	9.76	\$10.75		\$19.22	\$0.00	\$69.73	
	5	90		\$44	4.73	\$10.75		\$19.22	\$0.00	\$74.70	ł .
	Notes										
	Appre	entice to Jo	ourneyworker Ratio:1:3								
EST BORING			lE .		12/01/201	6 \$:	37.70	\$7.60	\$14.35	\$0.00	\$59.65
For apprentice								<b></b>	01425	<b>60.00</b>	<b>050.27</b>
EST BORING BORERS - FOU	INDATION	I AND MARIN	IE .		12/01/201	6 \$	36.42	\$7.60	\$14.35	\$0.00	\$58.37
For apprentic			LABORER"					07.00	61425	ቀስ ስስ	\$50.05
EST BORING BORERS - FOU	NDATION	I AND MARIN			12/01/201	6 \$	36.30	\$7.60	\$14.35	\$0.00	\$58.25
		"Apprentice-									
RACTORS/P PERATING ENG			M GENERATORS		06/01/201		45.93	\$10.00	\$15.25	\$0.00	\$71.18
			OPERATING ENGINEERS"		12/01/201	7 \$	46.92	\$10.00	\$15.25	\$0.00	\$72.17
	OR EAR	TH MOVI	NG EQUIPMENT		12/01/201	6 \$	33.02	\$10.91	\$10.89	\$0.00	\$54.82
UNNEL WO			ED AIR		12/01/201	6 \$	348.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentic	e rates sec	"Apprentice-	LABORER"								
UNNEL WO			ED AIR (HAZ. WASTE)		12/01/201	6 \$	50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentic	e rates see	"Apprentice-	LABORER"								
UNNEL WO aborers (fre					12/01/201	6 \$	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
		"Apprentice-									
ABORERS (FRE	E AIR TUI	VNEL)	HAZ. WASTE)		12/01/203	.6 \$	\$42,65	\$7.60	\$14.75	\$0.00	\$65.00
For apprentic	ce rates see	"Apprentice-	LABORER"							40.00	
IAC-HAUL EAMSTERS JOI	NT COUN	CIL NO. 10 Z	ONE B		12/01/20	16 \$	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
VAGON DRI		ERATOR			06/01/20	7 9	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
ABORERS - ZOI	NE 2				12/01/20	17 5	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
					06/01/20	18 5	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
					12/01/20	18 5	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
					06/01/20	19 5	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
For apprenti	ce rates se	e "Apprentice-	- LABORER"		12/01/20	19 5	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
1 of apprend							<b></b>				Page 29 of
eene Date:	0 = 10 = 10	017	Wans Da	quest Number:	20170	727-078					1 42C 47 UI

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GA	SFITTER"					

#### 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.

Page 30 of 30 20170727-078 Wage Request Number: Issue Date: 07/27/2017

ATTACHMENT FORM OF CONTRACT (SEE ATTACHED DOCUMENT.)

This Contract is made this	day of	, 2017, by and
between the Town of Natick, Massachusetts,	with an address of Natick'	Town Hall, 13
East Central Street, Natick, MA 01760, actin	g by the Natick Board of S	Selectmen
(hereinafter the "Town of Natick," the "Town	," or the "Owner"), and $\_$	, a
organized under the laws of	of the Commonwealth of N	Aassachusetts,
with a principal office located at	(hereinafter the	"Contractor").
The words "he," "him" and "his" in the		
Contractor, shall so refer whether the Contract		
corporation. All prior contracts, if any exist b		Contractor, are
hereby terminated and shall be of no force and	d effect.	

#### 1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School, as set forth in the Request for Responses Related to fence installation/replacement at the junior varsity soccer field, West Hill Park, and the Johnson School in the Town of Natick ("RFR"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

#### 2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

#### 3. Term

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The term of this Contract shall commence as of the date specified in the opening recital and shall end one (1) year later. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Incorporation of the Request for Responses (RFR)/Order of Priority of Contract Documents

The provisions of the RFR and the Contractor's Response are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Second Priority:

Contract

Third Priority:

Addenda to the RFR (if any)

Fourth Priority:

RFR

Fifth Priority:

Contractor's Response.

#### 5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Response, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Responses, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

#### 6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warrantied against manufacturing and design defect for a minimum of one (1) year after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

#### 7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

#### 8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:
  - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

#### 9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

#### 10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

### 11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFR and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

#### 12. Performance Bond

The Contractor shall furnish to the Town a Performance Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

#### 13. Labor and Materials Payment Bond\_

The Contractor shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred percent (100%) of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance.

#### 14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

#### 15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled substances, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the

Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

### 16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

#### 17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

#### 18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

#### 19. Termination

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- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of

the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

#### 20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Martha L. White, Town Administrator

Natick Town Hall 13 East Central Street Natick, MA 01760

With copies to:

John P. Flynn, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

#### 21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent

jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or

other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Natick, Massachusetts by: the Natick Board of Selectmen	by:
Jonathan H. Freedman, Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Richard P. Jennett, Jr., Clerk	Printed Title
Michael J. Hickey	
Amy K. Mistrot	
Dated:	Dated:
certify that an appropriation in the amou	OF APPROPRIATION: ents of M.G.L. Chapter 44, Section 31C, this is to ant of this Contract is available therefor, and that rized to execute this Contract and to approve all
Arti P. Mehta Comptroller, Town of Natick	

12 of 13

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

	Dated:
John P. Flynn, Esq.	

### **CERTIFICATE OF VOTE**

I.		, h	ereby certify
(Clerk/S	Secretary)	, h	
that I am the duly	qualified and actir	ng	of
	on Name)		(Title)
held on	fy that at a meeting 20, at when the construction and the construction are set on the construction and the construction are set on	nich meeting all Directors	Corporation duly called and were present and voting,
		er either	
(Name)	(Title)	: or	
	(Title)		
(Name)	(Title),		
Corporation.	-	execute all contracts and b	onds on behalf of the
, 20 and has n	ot been changed or	r modified in any respect.	
	Signature		
	Printed Name	e	
The certification	Printed Title contained hereabo		ONTRACTOR or copy of

current "certification of authority to sign for the Corporation" shall be attached.)