

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
Anthony Comeau, Superintendent/Supervisor, Natick DPW Water Division

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 9, 2017

SUBJECT: CONTRACT AWARD
Storage Building at the Pit

On November 2, 2017, sealed bids were received, pursuant to M.G.L. c. 30, §39M (per M.G.L. c. 149, §§44A *et seq.*), in response to the Town of Natick's IFB for Services Related to Installation of a Storage Building at the Pit. One (1) bid was received from one (1) bidder. (See attached.)

The lowest bid, in the amount of \$143,350.00, was received from Iron Horse Structures, Inc. After reviewing references and background with DPW personnel, it has been determined that Iron Horse Structures, Inc. is a responsible and eligible bidder.

We recommend that the Natick Board of Selectmen award the contract to Iron Horse Structures, Inc. for the amount of its bid.

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

| | |
|--------------------------------------|----------|
| Bids Received: | 11/02/17 |
| Newspaper Advertisement: | 09/27/17 |
| (<u>MetroWest Daily News</u>) | |
| Website/Town Hall Posting: | 09/21/17 |
| <u>Central Register</u> Publication: | 09/27/17 |

Funding information: Account#65020111-583000 SATM FY2018 \$200,000

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a Building
at the Pit in the Town of Natick

This Contract is made this thiteenth day of November, 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 Iron Horse Structures, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 3 Main Street Mercantile, P.O. Box 866, North Eastham, MA 02651 (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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 the installation of a building at the pit in the Town of Natick, as described in the Invitation for Bids for Services Related to the Installation of a Building at the Pit in the Town of Natick ("IFB"), 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.

3. Term

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of all services under this Contract.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid 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:

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| | |
|-------------------|---------------------------------|
| Highest Priority: | Amendments to Contract (if any) |
| Second Priority: | Contract |
| Third Priority: | Addenda to the IFB (if any) |
| Fourth Priority: | IFB |
| Fifth Priority: | Contractor's Bid. |

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, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, 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 Bids, 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

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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 warranted 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

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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.

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- 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, 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

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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 IFB 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 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

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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 pre-employment 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

- 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

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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

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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 & Lehan, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Iron Horse Structures, Inc.
3 Main Street Mercantile
P.O. Box 866
North Eastham, MA 02651.

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.

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- 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 Bid 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 Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

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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

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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 remainder of this page is left intentionally blank.)

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The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

Iron Horse Structures, 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 APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

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

John P. Flynn, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)

(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either _____
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for services related to installation of a building at the pit in the Town of Natick.

Printed Name of Bidder:

Iron Horse Structures

Address:

PO Box 866

North Eastham, MA 02651

The Bidder hereby acknowledges receipt of the following addenda:

N/A

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words: One Hundred Forty Three Thousand and Three Hundred and Fifty Dollars

Total Price in Numbers: \$ 143,350.00

Bidder certifies as follows:

- A. Bidder 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 IFB. (Bidder shall attach to the Bid 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 Bidder.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder 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. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder 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. Bidder 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.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Francis Burke
Printed Name

President
Printed Title

11/2/17
Date

If a Corporation:
Full Legal Name

Iron Horse Structures Inc

Officers of Corporation and Addresses

Francis Burke PO Box 866 North Eastham MA 02651

State of Incorporation Mass

Principal Place of Business

3 Main St PO Box 866
N. Eastham MA 02651

Telephone Number. 978 430 6716

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

*See
attached*

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid 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.

Iron Horse Structures
Name of Bidder

PO Box 866
Address of Bidder

North Eastham MA 02651

978 430 6716
Telephone Number

By: W Burke
(Signature)

Francis Burke
Printed Name

Pres
Printed Title

11/2/17
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder 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.

Iron Horse Structures
Name of Bidder

PO Box 866
Address of Bidder

North Eastham MA 02651

978 430 6716
Telephone Number

By: FF Burke
(Signature)

Francis Burke
Printed Name

Pres
Printed Title

11/2/17
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder 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 Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, 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 Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) 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 Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/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.

Iron Horse Structures

Name of Bidder

PO Box 866

Address of Bidder

North Eastham MA 02651

978 430 6716

Telephone Number

By: MB

(Signature)

Francis Burke

Printed Name

Pres

Printed Title

11/2/17

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, Francis Burke, certify that I am the President of the Corporation named as Bidder in the attached Bid Form; that Francis Burke, who signed said Bid Form on behalf of the Bidder was then President of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Iron Horse Structures
Name of Bidder

PO Box 866
Address of Bidder

North Eastham MA 02651

978 430 6716
Telephone Number

By: [Signature]
(Signature)

Francis Burke
Printed Name

Pres
Printed Title

11/2/17
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder 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.

Iron Horse Structures
Name of Bidder

PO Box 866
Address of Bidder

North Eastham MA 02651

978 430 6716
Telephone Number

By: M Burke
(Signature)

Francis Burke
Printed Name

Pres
Printed Title

11/2/17
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Iron Horse Structures
Name of Bidder

PO Box 866
Address of Bidder

North Eastham MA 02651

978 430 6716
Telephone Number

By: W Burke
(Signature)

Francis Burke
Printed Name

Pres
Printed Title

11/2/17
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder 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 Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Iron Horse Structures
Name of Bidder

PO Box 866
Address of Bidder

North Eastham MA 02651

978 430 6716
Telephone Number

By: FB
(Signature)

Francis Burke
Printed Name

Pres
Printed Title

11/2/17
Date



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Iron Horse Structures, Inc.
3 Main Street, Mercantile, #28
PO Box 866
North Eastham, MA 02651

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 3800
Seattle, WA 98154

OWNER:

(Name, legal status and address)

Town of Natick, Town Hall
13 East Central Street
Natick, MA 01760

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five percent (5%) of the enclosed bid

PROJECT:

(Name, location or address, and Project number, if any)

Installation of a Building at the Natick Storage Area (the Pit) in Natick

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of November, 2017

Iron Horse Structures, Inc.

(Principal)

(Seal)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Witness)

(Title)

Laurie A. Pennman, Attorney-in-fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Iron Horse Structures, Inc.

Agency Name: Marsh & McLennan Agency LLC

Agent Code: 206164

Obligee: Town of Natick, Town Hall

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Darlene F. Beshaw; Joseph B. Battaini; Laurie A. Penniman of WORCESTER, Massachusetts its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 2nd day of November, 2017.



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



October 24, 2017

Town of Natick
Town Hall
13 East Central Street
Natick, MA 01760

RE: Iron Horse Structures, Inc.
3 Main Street, Mercantile, #28
PO Box 866
North Eastham, MA 02651

PROJECT: Installation of a Building at the Natick Storage Area (the Pit)
Natick, MA

Gentlemen:

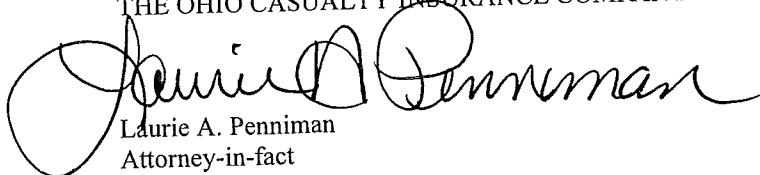
We, The Ohio Casualty Insurance Company, understand that our client, Iron Horse Structures, Inc., will submit a proposal for the above-captioned projects. Iron Horse Structures, Inc. is a valued customer of The Ohio Casualty Insurance Company and has bonding capacity available for the project.

We hereby agree that The Ohio Casualty Insurance Company is prepared to issue the required performance & payment bonds at one hundred percent (100%) of the estimated contract value should Iron Horse Structures, Inc. be awarded the project.

Naturally, the execution of any final bonds would be subject to our review and approval of the contract terms and conditions, bond forms, evidence by the owner on adequacy of the financing for the project and a satisfactory underwriting review at the time Iron Horse Structures, Inc. requests the bond and we do not assume any liability to third parties if for any reason the Surety does not execute said bonds.

Sincerely,

THE OHIO CASUALTY INSURANCE COMPANY



Laurie A. Penniman
Attorney-in-fact

cc: Iron Horse Structures, Inc.

IS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7833312

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Darlene F. Beshaw; Joseph B. Battaini; Laurie A. Penniman

all of the city of WORCESTER, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of July, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2017



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Clearly the Best Structure

3 Main St Mercantile #28

PO Box 866

North Eastham, MA 02651

www.ironhorsestructures.com

Nov 2, 2017

To whom it may concern:

Iron Horse Structures was incorporated in 2007

We have been in the business of erecting steel and fabric structures similar to those in this bid for over 10 years

We have had no lawsuits filed against us nor have we failed to complete and projects

Iron Horse has all the required licenses and insurance to perform this work

We have recently completed similar projects for:

Town of Norwell

Town of Braintree

Town of Foxboro

Town of Natick

Town of Groton

City of Somerville

We can provide detailed contacts for these jobs as well as dozens of others if needed

Iron Horse has all the necessary resources to complete this job

Iron Horse will provide copies of any financial documents upon request

We can provide materials and skills which meet or exceed the specification in all areas

Thank you for your time.

Sincerely,

Fran Burke
Iron Horse Structures
fran@ironhorsestructures.com
978-430-6716
Authorized Distributor


CALHOUN
SUPERSTRUCTURE
www.calhoun.ca



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0831862016
Notice Date: October 31, 2017
Case ID: 0-000-209-513



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

IRON HORSE STRUCTURES INC
3 MAIN ST MERCANTILE
NORTH EASTHAM MA 02651-0866

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, IRON HORSE STRUCTURES INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Clearly the Best Structure

3 Main St Mercantile #28

PO Box 866

North Eastham MA 02651

www.ironhorsestructures.com

November 8, 2017

Bryan,

In regards to the recent Bid for Installation of a Building at the Pit in the Town of Natick:

We have attached a list of references for similar projects in Mass over the last few years

The install crew which will erect your building has been involved in these projects and dozens of others and has all the necessary skills, tools and certifications

Our building meets or exceeds the specification in all areas and we will submit plans stamped by a PE licensed in Mass for both the foundation and the building for confirmation

Thank you for your time.

Sincerely,

Fran Burke

Iron Horse Structures

fran@ironhorsestructures.com

978-430-6716

Authorized Distributor

CALHOUN
SUPERSTRUCTURE
www.calhoun.ca



Clearly the Best Structure

3 Main St Mercantile #28

PO Box 866

North Eastham, MA 02651

www.ironhorsestructures.com

References for Natick MA

**Calhoun Super Structures Erected Using Hot Dipped Galvanized Post
Fabrication Steel Trusses and Heavy Duty Fabric**

Glenn Ferguson Town of Norwell 617-645-7710

Steve O'Brien Town of Braintree, MA 781-983-3167

Kenan Connell Town of Weymouth 781-858-4432

Mike Tyler Town of Rehoboth MA 508-252-391

Tom Delaney Town of Groton 978-852-6545

Mark Ryan Town of Norwood 781-760-8341

Rick Willette City of Somerville 617-590-0755

Jay Gill Town of Winchester 781-389-8841

Zeb Arruda City of New Bedford 508-509-5450

Kevin Bartlett Town of Lancaster 978-375-7629

Tom Walker Town of Northfield 413-325-4344

7:20 AM
11/06/17
Accrual Basis

Iron Horse Structures, Inc.
Profit & Loss
January 1 through November 6, 2017

| | Jan 1 - Nov 6, 17 |
|--|-------------------|
| Ordinary Income/Expense | |
| Income | 1,113,271.43 |
| 42000 - Sales | 1,113,271.43 |
| Total Income | |
| Cost of Goods Sold | 466,438.83 |
| 50000 - Cost of Goods Sold | 466,438.83 |
| Total COGS | 646,832.60 |
| Gross Profit | |
| Expense | |
| 60300 - Sales Commission | 33,225.00 |
| Eric T. | 14,650.00 |
| Jake B | 44,800.00 |
| R.B. | 550.00 |
| 60300 - Sales Commission - Other | 93,225.00 |
| Total 60300 - Sales Commission | 2,259.00 |
| 60500 - Trade Show Expense | 230.00 |
| Contributions | 2,366.50 |
| Dues & Subscriptions | 52.00 |
| Mail/Fed Ex/ UPS | |
| Payroll Expenses | 500.00 |
| MA W/H | 28,500.00 |
| Officer's Salaries | 7,934.12 |
| Payroll Taxes - 941 | 2,628.00 |
| Taxes | 39,562.12 |
| Total Payroll Expenses | |
| Taxes | 718.75 |
| Excise Tax-Truck | 117.90 |
| MA Unemployment | 456.00 |
| Taxes - Other | 1,292.65 |
| Total Taxes | 6,513.84 |
| 60200 - Automobile Expense | 115.53 |
| 60400 - Bank Service Charges | 1,058.30 |
| 61700 - Computer and Internet Expenses | 9,228.80 |
| 63300 - Insurance Expense | |
| 64000 - Marketing | 300.00 |
| Website | 610.00 |
| 64000 - Marketing - Other | 910.00 |
| Total 64000 - Marketing | 4,991.75 |
| 64300 - Meals and Entertainment | 13,079.66 |
| 66700 - Professional Fees | 174,885.15 |
| Total Expense | 471,947.45 |
| Net Ordinary Income | |
| Other Income/Expense | |
| Other Expense | |
| 80000 - Ask My Accountant | 10,584.00 |
| US Treasury | 167,735.34 |
| 80000 - Ask My Accountant - Other | 178,319.34 |
| Total 80000 - Ask My Accountant | 178,319.34 |
| Total Other Expense | -178,319.34 |
| Net Other Income | 293,628.11 |
| Net Income | |

8:05 AM
11/08/17
Accrual Basis

Iron Horse Structures, Inc.
Balance Sheet
As of November 8, 2017

| | Nov 8, 17 |
|-----------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | 221,023.18 |
| TD Bank | |
| Total Checking/Savings | 221,023.18 |
| Accounts Receivable | 353,385.54 |
| 11000 · Accounts Receivable | |
| Total Accounts Receivable | 353,385.54 |
| Other Current Assets | |
| Accts Receivable - Offset | 2,400.00 |
| N/R T.B. | 20,000.00 |
| Prepaid expenses | 52,335.83 |
| 12200 · Due To / Due From Officer | -3,477.00 |
| Total Other Current Assets | 71,258.83 |
| Total Current Assets | 645,667.55 |
| Fixed Assets | |
| Vehicle | 34,173.30 |
| 15000 · Furniture and Equipment | 1,099.00 |
| 17000 · Accumulated Depreciation | -6,835.00 |
| Total Fixed Assets | 28,437.30 |
| TOTAL ASSETS | 674,104.85 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | 152,441.11 |
| 20000 · Accounts Payable | |
| Total Accounts Payable | 152,441.11 |
| Credit Cards | |
| American Express | -161,135.67 |
| Total Credit Cards | -161,135.67 |
| Other Current Liabilities | |
| Accrued Expenses | 7,262.50 |
| Finance Charges | 1,929.00 |
| Other | |
| Total Accrued Expenses | 9,191.50 |
| Accts Payable - Offset | -158,882.50 |
| Commissions Payable | 46,162.94 |
| Customer Deposits | 89,475.00 |
| Fed & Fica Payable | 1,566.37 |
| Futa Payable | 84.00 |
| State Income Tax Payable | 456.00 |
| Suta Payable | 1,314.81 |
| 25500 · Sales Tax Payable | 6,451.21 |
| Total Other Current Liabilities | -4,180.67 |
| Total Current Liabilities | -12,875.23 |
| Long Term Liabilities | |
| N/P Ford Explorer | 30,238.64 |
| Total Long Term Liabilities | 30,238.64 |
| Total Liabilities | 17,363.41 |

8:05 AM
11/08/17
Accrual Basis

Iron Horse Structures, Inc.
Balance Sheet
As of November 8, 2017

| | Nov 8, 17 |
|----------------------------|------------|
| Equity | -27,000.00 |
| Fran Burke | 100.00 |
| 30100 - Capital Stock | 394,551.98 |
| 32000 - Retained Earnings | 289,089.46 |
| Net Income | 656,741.44 |
| Total Equity | 674,104.85 |
| TOTAL LIABILITIES & EQUITY | |



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY(IES) IT REFERS TO. 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 certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

FAX (A/C No): 866-795-8016
NAIC # 11150
22292
12537

CONTACT NAME: Thomas O'Neill
PHONE (A/C No. Ext): 888-850-9400
E-MAIL: MMA.NewEngland.CLines@marshmc.com
ADDRESS: INSURER(S) AFFORDING COVERAGE
INSURER A: Arch Insurance Company
INSURER B: Hanover Insurance Company
INSURER C: United Specialty Insurance Company
INSURER D:
INSURER E:
INSURER F:

PRODUCER
Marsh & McLennan Agency LLC - New England
100 Front St, Ste 800
Worcester MA 01608

IRONHORSE2

INSURED
Iron Horse Structures Inc.
3 Main St Mercantile #28
PO Box 866
North Eastham MA 02651

CERTIFICATE NUMBER: 201854464

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|-----------|-----|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: B AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY C UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$1,000 DED <input checked="" type="checkbox"/> RETENTION \$1,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | 3304572 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000 GENERAL AGGREGATE \$2,000 PRODUCTS - COM/PO AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | | | | AWNA692920 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE AGGREGATE \$ |
| | | | | | 3304571 | 10/1/2017 | 10/1/2018 | PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE - POLICY |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Town Of Natick
75 West St
Natick MA 01760

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBE THE EXPIRATION DATE THEREOF ACCORDANCE WITH THE POLICY PROVISIONS?

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2017

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.

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| | | | |
|--|--|--|--|
| PRODUCER Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608 | | CONTACT NAME: Thomas O'Neill PHONE (A/C, No, Ext): 888-850-9400 E-MAIL ADDRESS: MMA.NewEngland.CLines@marshmc.com FAX (A/C, No): 866-795-8016 | |
| INSURED Iron Horse Structures Inc. 3 Main St Mercantile #28 PO Box 866 North Eastham MA 02651 | | INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Hanover Insurance Company INSURER C: United Specialty Insurance Company INSURER D: INSURER E: INSURER F: | |
| IRONHORSE2 | | NAIC # 11150 22292 12537 | |

COVERAGES**CERTIFICATE NUMBER:** 201854464**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|--|-----------|--|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 3304572 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | AWN692920 | 10/1/2017 | 10/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1,000 | | | 3304571 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Town Of Natick
75 West St
Natick MA 01760

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2017

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.

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| | | |
|--|--|-----------------------|
| PRODUCER MARSH & MCLENNAN AGENCY 100 FRONT ST STE 800 WORCESTER, MA 01608 78P7P | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED IRON HORSE STRUCTURES INC PO BOX 866 NORTH EASTHAM, MA 02651 | INSURER A: TRAVELERS INDEMNITY COMPANY OF AMERICA | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD L | SUB R | POLICY NUMBER | POLICY EFF DATE (MM/DD/YYYY) | POLICY EXP DATE (MM/DD/YYYY) | LIMITS | |
|----------|--|-------|-------|----------------|------------------------------|------------------------------|---|------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| A | WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB-0G072941-17 | 06/05/2017 | 06/05/2018 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | | | E. L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

CERTIFICATE HOLDER

TOWN OF NATICK
75 WEST ST

NATICK, MA 01760

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11/9/2017

Town of Natick Mail - Pit Building

Thomas O'Neill, Small Business Account Specialist | Commercial Property & Casualty

Marsh & McLennan Agency LLC

100 Front Street, Suite 800, Worcester MA 01608

+1 508 595 7917 | Mobile: +1 781 726 1339 | Fax: +1 212 948 6585

Thomas.Oneill@MarshMMA.com | www.MMA-NE.com

[Click here to learn more about MMA MarketLink](#)

From: Fran Burke [mailto:fran@ironhorsestructures.com]

Sent: Wednesday, November 08, 2017 5:08 PM

To: Bryan Leblanc

Cc: Oneill, Thomas

Subject: Re: Pit Building

Bryan

[Quoted text hidden]

[Quoted text hidden]

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Please note that coverage cannot be bound or altered by sending an email. You must speak with or receive written confirmation from a licensed representative of our firm to put coverage in force or make changes to your existing program.
Thank you.

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Bryan Leblanc <bleblanc@natickma.org>

To: "Oneill, Thomas" <thomas.oneill@marshmma.com>, Fran Burke <fran@ironhorsestructures.com>, Jeremy Marsette <jmarsette@natickma.org>, Anthony Comeau <acomeau@natickma.org>

THANK YOU, KINDLY!!!

Oneill, Thomas

to Fran, me

Bryan,

We have submitted a rush request with the carrier to have the employers liability limits increased to \$1m/\$1m/\$1m effective today. The earliest that this can be processed and a certificate of endorsement is approved though, and it will be effective 11/9/17, and we will send it to you tomorrow morning.

Thank you,

Tom

Thomas O'Neill, Small Business Account Specialist | Commercial Property & Casualty

Marsh & McLennan Agency LLC

100 Front Street, Suite 800, Worcester MA 01608

+1 508 595 7917 | Mobile: +1 781 726 1339 | Fax: +1 212 948 6585

Thomas.Oneill@MarshMMA.com | www.MMA-NE.com

[Click here to learn more about MMA MarketLink](#)

From: Fran Burke [mailto:fran@ironhorsestructures.com]

Sent: Wednesday, November 08, 2017 5:08 PM

11/9/2017

Town of Natick Mail - Pit Building

To: Bryan Leblanc
Cc: O'Neill, Thomas
Subject: Re: Pit Building

Bryan

[Quoted text hidden]

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

INSTALLATION OF A BUILDING AT THE PIT IN THE TOWN OF NATICK

September 27, 2017

BIDS DUE:

November 2, 2017, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 01760
Phone: 508-647-6438

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

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 sealed bids for services related to installation of a building at the pit in the Town of Natick. The Invitation for Bids (“IFB”) 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 September 27, 2017. No Pre-Bid Conference will be held. Sealed Bids will be received until **11:00 A.M. local time, November 2, 2017**, at the Procurement Office, Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. Award shall be subject to available appropriation and award by the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of 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, invites the submission of sealed bids for services related to installation of a building at the pit in the Town of Natick.

Copies of this IFB 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 September 27, 2017.

No Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on October 25, 2017. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Services Related to Installation of a Building at the Pit in the Town of Natick” shall be received by 11:00 A.M. local time, November 2, 2017, at this address:

Procurement Office
c/o Natick Public Works Building
75 West Street
Natick, MA 01760.

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO INSTALLATION OF A BUILDING AT THE PIT IN THE TOWN OF NATICK". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Procurement Officer
c/o Natick Public Works Building
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on October 25, 2017. Questions may also be submitted to the procurement officer at bleblanc@natickma.org by such time. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

A. Description of Work

The Work to be performed under any Contract with the Town (“the Work”) shall consist of all labor and materials to install a building at the pit, located off Oak Street, in the Town of Natick. All work shall be performed in accordance with current federal, state, and local laws, rules, and regulations.

PART 1

1.1 INTENT OF SPECIFICATION

- 1.1.1 This specification covers the design, manufacture, shipping, handling and erection of a prefabricated membrane covered structure.
- 1.1.2 The specification as heretofore set forth is general in nature and scope and shall not be construed as to limit the work other than the requirement that the new re-locatable building shall match the specification in materials, appearance, configuration and details.
- 1.1.3 It is the intent of this specification that the bidder shall include all labor, materials, equipment services and transportation to locate the building on the site designated with all other work.
- 1.1.4 Buildings shall be complete and operating and shall include all exterior and interior materials and systems as shown or indicated in contract documents.
- 1.1.5 All workmen shall be skilled and qualified for the work that they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified. The contractor shall certify that no asbestos containing building materials that exceed Federal mandated safe asbestos levels have been used in the construction of the membrane-covered structure.
- 1.1.6 Work shall be performed as necessary and required for the construction of the project as indicated. Such work includes the supply and installation of a membrane-covered structure complete with exterior and interior finishes. The building shall be as dimensioned with all features and quantities as per specification.

1.2 APPROVAL OF PLANS

- 1.2.1 **Upon award of this contract, the Contractor shall furnish detailed drawings for all structural work stamped by an engineer certified by the State of Mass. to verify compliance to local building code and Mass CMR 780 8th Edition including amendments.**
- 1.2.2 All work to be performed under the conditions of this specification shall comply with the rules and regulations of all agencies having jurisdiction for this classification of construction and design and shall conform to the applicable live loads due to wind, rain and snow.
- 1.2.3 **Building supplier must provide written certification that they have been in the steel tension membrane building business for five (5) years or more under the same name.**
- 1.2.4 **Building supplier must provide written references with contact information for at least three (3) salt sheds currently in operation in Mass. which have a footprint in excess of four thousand (4000) ft².**

- 1.2.5 The Successful Bidder (Contractor) shall obtain the building permit, Town will wave the fee.**

1.3 WORKMANSHIP

- 1.3.1** The workmanship of all materials and components of the structure shall be commensurate with the functional requirements of the item.
- 1.3.2** Building prefabrication shall be performed under factory conditions in a plant specifically arranged for this type of work. Contractor shall provide adequate space, equipment, personnel, and technical ability to coordinate the assembly and factory prefabrication of all major components of the work and all necessary operations in the packing, shipping and installation procedures. No fabrication shall be done until the materials have been tested and approved.
- 1.3.3** Welding: Welding shall be employed only when specified in the original design. As per Section 1704.2 of IBC, the truss fabricator must be an Approved Welding Fabricator. **Successful bidder must supply AWS certificate of approval.**
- 1.3.5** Manufacturer: The structure supplier shall be a reputable manufacturer, shall have a direct experience in the design, manufacture and installation of structures of the type specified herein; shall operate according to a comprehensive quality system and shall provide three references with structures in use for at least five years which are clear span and each must enclose an area in excess of the square footage as stated in section
- 1.2.4. Building shall meet or exceed all specifications including all minimum clearances. Town reserves the right to reject any proposal which includes a building that does not meet all those specifications including steel and fabric.**

1.4 DIMENSIONS

THE STRUCTURE SHALL OCCUPY AN AREA OF fifty-two (52) ' WIDE BY ninety (90) ' LONG.

1.5 SCOPE OF WORK

- 1.5.1** Rigid steel frame supporting membrane covered roof and wall structure of the type described herein:
- The structure must provide a minimum clearance of thirteen (13)' from top of wall within three (3)' of inside edge of foundation.**
 - Flat gable ends with (2) three (3)' x three (3)' passive vents on each end.
 - Door openings on front and rear wall twelve (12)' wide by sixteen (16)' tall
 - Two (2)-piece cover with a keder connection in the middle/no single bag covers

PART 2

2.1 GENERAL DESIGN REQUIREMENTS

2.1.1 Scope

1. The membrane shall be tensioned over the framework. The structure shall be rectangular in shape with vertical gable end walls. The interior of the structure below the main trusses shall be clear span free of any structural support members and shall provide unobstructed floor space. No exterior purlins, guy ropes, or cables shall be used for anchoring the structure.
2. The structure shall include accessories to the extent shown on the project drawings required for the scope and intended use for:
 - a. Overhead doorways
 - b. Ventilation systems.
 - c. Other structure accessories

2.1.2 Design Requirements - Structural Frame

1. Roof and Wall Surfaces: To provide for maximum compatibility with standard door, window, ventilation and other accessory and cladding systems, the structure shall be designed such that roof and gable side wall surfaces form flat planes.
2. Purlin Spacing: To provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by load bearing purlins at intervals required by the truss design.
3. Wind and Frame Bracing: The structure shall be appropriately stabilized with wind bracing cable as well as any required secondary node restraint assemblies so as to efficiently transfer wind, snow and seismic induced stresses to the foundation/anchoring system. Cable diameter for main wind bracing shall be a minimum of 5/16" diameter and larger if so required. The end bays of the structure shall be designed to be X - braced early during installation to allow for permanent stability of the frame during installation.
4. Connecting Joints: Connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A

minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins, and end wall frame connections shall be made with a minimum of Grade 5 hex bolts, carriage bolts and self-drilling screws.

5. Mechanical Equipment Interface: The main structural roof trusses shall allow for installation of electrical and mechanical equipment based on collateral loads as defined in section 2.2.2. Likewise, the structure shall accept penetrations through the membrane for access doors and mechanical services with minimal modification.
6. Ancillary Systems: The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, HVAC, provided **collateral load factors of 0.25psf** minimum are taken into account.
7. Alternative Cladding materials: The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required (provided collateral load factors are taken into account).

2.1.3 Design Requirements - Membrane Cladding System

1. Membrane: The roof membrane shall form a weather tight shell over the structural frame. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.
2. The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent end wall and roof cladding.
3. Roof membrane horizontal stretch shall be maintained with horizontal purlins requiring no ongoing maintenance. Vertical stretch shall be maintained with a winch lock system (locked with cotter pins) requiring minimal ongoing maintenance.
4. Base Tensioning System: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.
5. Membrane Seal at Openings and Base: The Dealer supplying the structure will provide all materials and methods necessary to fully tension and seal the membrane material around all door, ventilation and other openings as well as around the structure perimeter below the main tensioning system. This seal

shall provide a neat and finished appearance and eliminate any loose membrane cladding that could otherwise be damaged by flapping or abrasion.

6. **The membrane shall not be designed to function as a structural member** such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.
7. The Contractor shall provide drawings and calculations acceptable to the Architect/Engineer of Record, meeting the provisions of the applicable State Building Code. The Contractor shall bear all costs for production of drawings and associated structural calculations. Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.
8. The Successful Bidder shall make all required changes or corrections and will deliver to the Owner's Architect all approved drawings and reactions.

2.2 ENGINEERED DESIGN CRITERIA

- 2.2.1** The structure shall be designed using methodology as per the ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of AISC, AISI, NEMA and ASTM specifications, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance Factored Design (LRFD) for the design loads given below. Appropriate safety factors to yield and ultimate shall be maintained. Wind load factors and coefficients used in design of structural members must be in accordance with the applicable ASCE 7 guidelines.

The structure must be designed as unheated with a thermal factor (Ct) of 1.2 and an importance factor (I) of .8

- 2.2.2** Snow Loads: The structure shall be designed based upon a minimum flat roof snow load of thirty-five (35) pounds per square foot (Psf) and minimum ground snow load of forty (40) pounds per square foot (Psf)
- 2.2.3** Wind Loads: The structure shall be capable of withstanding a basic wind speed (3-second gust) from any direction of one hundred five (105) miles per hour. The design wind pressure shall be based on an exposure category of C and appropriate wind load factors and coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the wind load used in the design of the main wind force resisting system be less than ten (10) pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction (or as prescribed by the applicable building code).
- 2.2.4** Rainfall: The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least two (2) hours.
- 2.2.5** Deflection: For safety of specified or future suspended accessories, the maximum

allowable deflection of structural members shall be no more than 1/180 of the clear span of that member when subjected to the design loads described herein.

- 2.2.6** Design Loads: The design shall be based as a minimum on the following design loads. Each member shall be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code.

D= Dead Load + Collateral Load

S= Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind with internal suction

Wp = Wind with internal pressure

E = Earthquake

2.3 OPERATION AND USE

- 2.3.1** The main structural frame shall be designed to provide a minimum 15-year operational use period with appropriate inspection and maintenance.
- 2.3.2** The structure shall be capable of being assembled, operated, and dismantled in all ambient temperatures between -20°F and 120°F.

2.4 MATERIALS

- 2.4.1** All materials used in the structure shall be new, without defects and free of repairs.
The quality of the materials used shall be such that the structure is in conformance with the performance requirements as specified herein.
- 2.4.2** Cladding Membrane: The structure shall be clad with an HDPE fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The membrane fabric shall be waterproof and free from defects. All roofs, walls, end walls and connecting sections shall be weather tight. The material will be selected from the manufacturer's standard colors (tan preferred) for the sidewalls and roof panels. The material scrim and coating must be UV stabilized and must carry a minimum fifteen (15)-year manufacturer's warranty and have a minimum life expectancy of ten (10) to fifteen (15) years. The minimum Polyethylene fabric specification is as follows:

| | |
|------------------------|---|
| Total Fabric Weight | 12.1 oz/yd ² +/- 5% |
| Coating Thickness | 3.9mils average, each side |
| Finished Thickness | 24 mils (ASTM D-5199) |
| Grab Tensile Strength | Warp 414lbf/Weft 446lbf (ASTM D-751) |
| Strip Tensile Strength | Warp 468lbf/2in/Weft 504lbf/2in (ASTM D882) |

Tongue Tear Strength Warp 94lbf/Weft 108lbf (ASTM D-2261)

Flammability Class A ASTME84-94

Acceptable membrane suppliers include: Intertape, Fabrene, and Hagihara. The membrane manufacturer must demonstrate a minimum of **five (5)** years successful field experience with provision of polyolefin membrane cladding in use on similar or larger size structures of the type contemplated in this specification.

- 2.4.3** Metal: The main structure shall consist of a welded truss arches with parallel tube chords separated apart by webbing. Truss sections are manufactured and post dip galvanized to insure proper protection on the inside as well as the external surfaces of the truss sections. **All sections must be hot dipped galvanized post fabrication to a minimum of CSA G-164 / ASTM A123-09.** Truss will be manufactured of a cold-formed and induction welded modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties.
- 2.4.4** Tolerances: All dimensional tubing tolerances are in accordance with ASTM A500, Section 10.
- 2.4.5** Tubing shall be manufactured using steel conforming to ASTM A568, ASTM A1011 and G40.21 350W. Finished steel tubing used in the structure must have the following minimum structural and mechanical properties based on standard ASTM A500:

ASTM A500 Grade C: Tension Ultimate: 55 KSI and Yield: 46 KSI

ASTM A500 Grade B: Tension Ultimate: 55 KSI and Yield: 42 KSI

G40.21 350W: Tension Ultimate: 55 KSI and Yield: 50 KSI

- 2.4.6** All steel flat bar, cross rods and other steel components shall be fabricated from hot dipped galvanized material, meet the stated standards and have the following minimum structural and mechanical properties (ASTM 44W):

Tensile: 50 KSI and Yield: 44 KSI

- 2.4.7** Corrosion Protection: as per 2.4.3 all Metal sections shall be hot dipped galvanized to a minimum of CSA G-164 / ASTM A123-09. This allows for maximum protection on **all** welded surfaces including the interior sections. **Flow coat process will not be acceptable (Commonly referred to as inline galvanizing).**

2.4.8 Hardware:

1. Bolts: Bolts subject to extreme stress and wear shall be structural bolts of Grade 5 and plated / galvanized that has been upgraded with a corrosion resistant topcoat finish. All bolts shall be installed and securely torqued so as to prevent change in tightness. Those subject to removal or adjustment shall not be swaged, peened, staked or otherwise installed.
2. Membrane Tensioning Hardware: The fabric membrane shall be tensioned with load rated hardware which is plated/hot dip galvanized so as to prevent corrosion. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue failure of threaded assemblies.
3. Membrane Tensioning Webbing: The membrane shall be tensioned with load-tested tie-downs.
4. Cable Assemblies: Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. The cables are manufactured using preformed 7-19 stainless steel cables, sized with appropriate safety factors.

| | | |
|------------|---|-------------|
| 3/16" dia. | = | 4,200 lbs. |
| 1/4" dia. | = | 7,000 lbs. |
| 5/16" dia. | = | 9,800 lbs. |
| 3/8" dia. | = | 14,400 lbs. |
| 1/2" dia. | = | 22,800 lbs. |
5. Other Fasteners: Non-structural fasteners such as wood screws, Tek screws, etc., shall be of standard commercial quality
6. Exterior Trim: The aluminum alloy used in the extrusion shall meet or exceed 6063-T6.

PART 3 INSTALLATION

3.1 REFERENCES AND STANDARDS

- 3.1.1 The following publications are for the standards listed below but referred to within the document by basic letter designation only. They form a part of this specification to the extent referenced thereto:

a. American Institute of Steel Construction (AISC):

| | |
|---------|--|
| S326-78 | Design, Fabrication and Erection of Structural Steel Buildings |
| S329-85 | Structural Joints Using ASTM A325 or A490 Bolts. |

b. American Iron and Steel Institute (AISI)

| | |
|-----------|---|
| SG 503-76 | The Design of Fabrication of Cold-Formed Steel Structures |
|-----------|---|

- c. American Society for Testing and Materials (ASTM):
 - A 36-89 Structural Steel
 - A 123 A-89 Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
 - A 307-89 Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
 - A 325-89 High-Strength Bolts for Structural Steel Joints
 - A 500 A-90 Standard Specification for Cold Formed Welded And Seamless Carbon Steel Structural Tubing in Rounds and Shapes
 - A 563 Rev A-89 Carbon and Alloy Steel Nuts
 - A 687-89 High-Strength Non-Headed Steel Bolts and Studs.
- d. American Society of Civil Engineers (ASCE) Minimum Design Loads for Building and Other Structures. Latest edition as required by State Code.
 - ASCE 7-02 American Society of Civil Engineers
 - ASCE 7-05 American Society of Civil Engineers
 - ASCE 7-08 American Society of Civil Engineers
- e. American Welding Society (AWS)
 - D1.1-2004 Structural Welding Code-Steel
 - D1.3-98 Structural Welding Code-steel sheet steel

3.2 FOUNDATION

- 3.2.1 Foundation design shall be completed by the Contractor under work of this section and have plans stamped by a PE licensed in the Commonwealth of Massachusetts.
- 3.2.2 Foundation walls to be constructed of precast blocks which are neat in appearance (no waste blocks) and be able to withstand the salt environment. Conigliaro, similar, blocks or equivalent
- 3.2.3 Walls must be buttressed and plated together at each truss per structural engineers specification
 - 1. Walls shall be plated together as needed between buttresses per structural engineer's specification
 - 2. Concrete blocks shall achieve a minimum compressive strength of three thousand (3000) psi in twenty-eight (28) days or less
 - 3. Blocks shall be square, flat and parallel to tolerance not to exceed 1/16"

per foot on all sides

4. Butyl strip one foot (1') x one foot (1') placed between each layer of blocks
5. Foundation must be four feet (4') tall above grade
6. The inside walls of the foundation must include ½" strapping covered by 23/32" plywood

3.3 FOUNDATION PAD

3.3.1 Foundation pad shall be completed by the Town of Natick.

1. The Successful Bidder shall conduct a site visit to inspect the completed pad prior to mobilizing equipment and building materials to the site.

3.3.2 Blocks shall be set on a bed of dense graded processed gravel (minimum twenty-four inches (24") thick) placed in six inch (6") lifts compacted to ninety-five percent (95%) containing no organics or uncontrolled fill

3.3.3 Pad must support a minimum bearing capacity of two thousand (2000) psf utilizing a proof rolled subgrade (six (6) ton minimum roller)

1. Pad shall be approximately sixty feet (60') wide by one hundred feet (100') long

3.3.4 Paving shall be installed by the Town of Natick.

1. Paving inside the building to consist of two inch (2") modified top course on top of four inch (4") binder course,
2. Paving outside to consist of 1.5" modified top course on top of a 2.5" binder course and must slope 1/8" per foot away from the foundation wall.

B. Successful Bidder's Personnel

The Successful Bidder shall be responsible for any training of his/her/its personnel. The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder 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.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder 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 IFB. (Bidder shall attach to the Bid 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 Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder 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. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder 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. Bidder 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.

- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
 8. A full executed Certificate of Non-Debarment. (Appendix 8)
 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
 12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to Installation of a Building at the Pit in the Town of Natick" shall be received by 11:00 A.M. local time, November 2, 2017, at this address:

Procurement Office
c/o Natick Public Works Building

75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Procurement Office shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify 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; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

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

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

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such 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 any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder 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 Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. 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.

Section 8. Insurance

The Successful Bidder 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 IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick 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.

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder 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.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of a Contract by the Town, the Successful Bidder 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.

Section 12. 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 Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder 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.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of

Massachusetts Smokefree Workplace Law, the Successful Bidder, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder 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 Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder 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.

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(5 pages)

The undersigned hereby submits a sealed bid for services related to installation of a building at the pit in the Town of Natick.

Printed Name of Bidder:

Address: _____

The Bidder hereby acknowledges receipt of the following addenda: _____.

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words:

Total Price in Numbers:

Bidder certifies as follows:

- A. Bidder 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 IFB. (Bidder shall attach to the Bid 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 Bidder.)

- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a qualified (Town approved) Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder 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. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)

- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder 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. Bidder 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.
- P. Bidder certifies that its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid 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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder 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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder 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 Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, 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 Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) 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 Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder 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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder 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 Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES

See attached document.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick
Contract Number: City/Town: NATICK
Description of Work: Installation of a Storage Building at the Pit in the Town of Natick

Job Location: Off Oak Street, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|------------------------------|------------|
| Construction | | | | | | |
| (2 AXLE) DRIVER - EQUIPMENT 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 LABORERS - ZONE 2 | 06/01/2017 | \$33.15 | \$7.60 | \$13.50 | \$0.00 | \$54.25 |
| | 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" | | | | | | |
| ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON) | 06/01/2017 | \$34.90 | \$11.50 | \$7.10 | \$0.00 | \$53.50 |
| | 12/01/2017 | \$35.90 | \$11.50 | \$7.10 | \$0.00 | \$54.50 |
| | 06/01/2018 | \$36.90 | \$11.50 | \$7.10 | \$0.00 | \$55.50 |
| | 12/01/2018 | \$37.90 | \$11.50 | \$7.10 | \$0.00 | \$56.50 |
| | 06/01/2019 | \$38.90 | \$11.50 | \$7.10 | \$0.00 | \$57.50 |
| | 12/01/2019 | \$39.90 | \$11.50 | \$7.10 | \$0.00 | \$58.50 |
| | 06/01/2020 | \$40.90 | \$11.50 | \$7.10 | \$0.00 | \$59.50 |
| | 12/01/2020 | \$41.90 | \$11.50 | \$7.10 | \$0.00 | \$60.50 |
| ASPHALT RAKER LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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" | | | | | | |
| ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$46.38 | \$10.00 | \$15.25 | \$0.00 | \$71.63 |
| | 12/01/2017 | \$47.38 | \$10.00 | \$15.25 | \$0.00 | \$72.63 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$46.38 | \$10.00 | \$15.25 | \$0.00 | \$71.63 |
| | 12/01/2017 | \$47.38 | \$10.00 | \$15.25 | \$0.00 | \$72.63 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|------------------------------|------------|
| BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2 | 06/01/2017 | \$33.15 | \$7.60 | \$13.50 | \$0.00 | \$54.25 |
| | 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 |

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (LOWELL) | 09/01/2017 | \$49.96 | \$10.75 | \$18.75 | \$0.00 | \$79.46 |
| | 03/01/2018 | \$50.64 | \$10.75 | \$18.75 | \$0.00 | \$80.14 |
| | 08/01/2018 | \$51.99 | \$10.75 | \$18.88 | \$0.00 | \$81.62 |
| | 02/01/2019 | \$52.59 | \$10.75 | \$18.88 | \$0.00 | \$82.22 |
| | 08/01/2019 | \$53.94 | \$10.75 | \$19.02 | \$0.00 | \$83.71 |
| | 02/01/2020 | \$54.54 | \$10.75 | \$19.02 | \$0.00 | \$84.31 |
| | 08/01/2020 | \$55.89 | \$10.75 | \$19.17 | \$0.00 | \$85.81 |
| | 02/01/2021 | \$56.49 | \$10.75 | \$19.17 | \$0.00 | \$86.41 |
| | 08/01/2021 | \$57.89 | \$10.75 | \$19.33 | \$0.00 | \$87.97 |
| | 02/01/2022 | \$58.47 | \$10.75 | \$19.33 | \$0.00 | \$88.55 |

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell**Effective Date - 09/01/2017**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$24.98 | \$10.75 | \$18.75 | \$0.00 | \$54.48 |
| 2 | 60 | \$29.98 | \$10.75 | \$18.75 | \$0.00 | \$59.48 |
| 3 | 70 | \$34.97 | \$10.75 | \$18.75 | \$0.00 | \$64.47 |
| 4 | 80 | \$39.97 | \$10.75 | \$18.75 | \$0.00 | \$69.47 |
| 5 | 90 | \$44.96 | \$10.75 | \$18.75 | \$0.00 | \$74.46 |

Effective Date - 03/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$25.32 | \$10.75 | \$18.75 | \$0.00 | \$54.82 |
| 2 | 60 | \$30.38 | \$10.75 | \$18.75 | \$0.00 | \$59.88 |
| 3 | 70 | \$35.45 | \$10.75 | \$18.75 | \$0.00 | \$64.95 |
| 4 | 80 | \$40.51 | \$10.75 | \$18.75 | \$0.00 | \$70.01 |
| 5 | 90 | \$45.58 | \$10.75 | \$18.75 | \$0.00 | \$75.08 |

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" | | | | | | |
| CAISSON & UNDERPINNING BOTTOM MAN | 12/01/2016 | \$37.45 | \$7.60 | \$14.35 | \$0.00 | \$59.40 |
| LABORERS - FOUNDATION AND MARINE | | | | | | |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CAISSON & UNDERPINNING LABORER | 12/01/2016 | \$36.30 | \$7.60 | \$14.35 | \$0.00 | \$58.25 |
| LABORERS - FOUNDATION AND MARINE | | | | | | |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CAISSON & UNDERPINNING TOP MAN | 12/01/2016 | \$36.30 | \$7.60 | \$14.35 | \$0.00 | \$58.25 |
| LABORERS - FOUNDATION AND MARINE | | | | | | |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CARBIDE CORE DRILL 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" | | | | | | |
| CARPENTER | 09/01/2017 | \$39.28 | \$9.90 | \$17.50 | \$0.00 | \$66.68 |
| CARPENTERS -ZONE 2 (Eastern Massachusetts) | 03/01/2018 | \$40.28 | \$9.90 | \$17.50 | \$0.00 | \$67.68 |
| | 09/01/2018 | \$41.32 | \$9.90 | \$17.50 | \$0.00 | \$68.72 |
| | 03/01/2019 | \$42.35 | \$9.90 | \$17.50 | \$0.00 | \$69.75 |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|------------------------------|------------|
| 1 | 50 | \$19.64 | \$9.90 | \$1.73 | \$0.00 | \$31.27 |
| 2 | 60 | \$23.57 | \$9.90 | \$1.73 | \$0.00 | \$35.20 |
| 3 | 70 | \$27.50 | \$9.90 | \$12.31 | \$0.00 | \$49.71 |
| 4 | 75 | \$29.46 | \$9.90 | \$12.31 | \$0.00 | \$51.67 |
| 5 | 80 | \$31.42 | \$9.90 | \$14.04 | \$0.00 | \$55.36 |
| 6 | 80 | \$31.42 | \$9.90 | \$14.04 | \$0.00 | \$55.36 |
| 7 | 90 | \$35.35 | \$9.90 | \$15.77 | \$0.00 | \$61.02 |
| 8 | 90 | \$35.35 | \$9.90 | \$15.77 | \$0.00 | \$61.02 |

Effective Date - 03/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|------------------------------|------------|
| 1 | 50 | \$20.14 | \$9.90 | \$1.73 | \$0.00 | \$31.77 |
| 2 | 60 | \$24.17 | \$9.90 | \$1.73 | \$0.00 | \$35.80 |
| 3 | 70 | \$28.20 | \$9.90 | \$12.31 | \$0.00 | \$50.41 |
| 4 | 75 | \$30.21 | \$9.90 | \$12.31 | \$0.00 | \$52.42 |
| 5 | 80 | \$32.22 | \$9.90 | \$14.04 | \$0.00 | \$56.16 |
| 6 | 80 | \$32.22 | \$9.90 | \$14.04 | \$0.00 | \$56.16 |
| 7 | 90 | \$36.25 | \$9.90 | \$15.77 | \$0.00 | \$61.92 |
| 8 | 90 | \$36.25 | \$9.90 | \$15.77 | \$0.00 | \$61.92 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|------------------------------|------------|---------|---------|---------|--------|---------|
| CEMENT MASONRY/PLASTERING | 07/01/2017 | \$42.61 | \$12.20 | \$19.41 | \$1.30 | \$75.52 |
| BRICKLAYERS LOCAL 3 (LOWELL) | 01/01/2018 | \$43.82 | \$12.20 | \$19.41 | \$1.30 | \$76.73 |
| | 07/01/2018 | \$44.74 | \$12.20 | \$19.41 | \$1.30 | \$77.65 |
| | 01/01/2019 | \$45.98 | \$12.20 | \$19.41 | \$1.30 | \$78.89 |
| | 07/01/2019 | \$46.86 | \$12.20 | \$19.41 | \$1.30 | \$79.77 |
| | 01/01/2020 | \$48.10 | \$12.20 | \$19.41 | \$1.30 | \$81.01 |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell**Effective Date - 07/01/2017**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$21.31 | \$12.20 | \$12.41 | \$0.00 | \$45.92 |
| 2 | 60 | \$25.57 | \$12.20 | \$14.41 | \$1.30 | \$53.48 |
| 3 | 65 | \$27.70 | \$12.20 | \$15.41 | \$1.30 | \$56.61 |
| 4 | 70 | \$29.83 | \$12.20 | \$16.41 | \$1.30 | \$59.74 |
| 5 | 75 | \$31.96 | \$12.20 | \$17.41 | \$1.30 | \$62.87 |
| 6 | 80 | \$34.09 | \$12.20 | \$18.41 | \$1.30 | \$66.00 |
| 7 | 90 | \$38.35 | \$12.20 | \$19.41 | \$1.30 | \$71.26 |

Effective Date - 01/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$21.91 | \$12.20 | \$12.41 | \$0.00 | \$46.52 |
| 2 | 60 | \$26.29 | \$12.20 | \$14.41 | \$1.30 | \$54.20 |
| 3 | 65 | \$28.48 | \$12.20 | \$15.41 | \$1.30 | \$57.39 |
| 4 | 70 | \$30.67 | \$12.20 | \$16.41 | \$1.30 | \$60.58 |
| 5 | 75 | \$32.87 | \$12.20 | \$17.41 | \$1.30 | \$63.78 |
| 6 | 80 | \$35.06 | \$12.20 | \$18.41 | \$1.30 | \$66.97 |
| 7 | 90 | \$39.44 | \$12.20 | \$19.41 | \$1.30 | \$72.35 |

Notes:

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

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| CHAIN SAW OPERATOR | 06/01/2017 | \$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" | | | | | | |
| CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES | 06/01/2017 | \$47.38 | \$10.00 | \$15.25 | \$0.00 | \$72.63 |
| OPERATING ENGINEERS LOCAL 4 | 12/01/2017 | \$48.38 | \$10.00 | \$15.25 | \$0.00 | \$73.63 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| COMPRESSOR OPERATOR | 06/01/2017 | \$31.86 | \$10.00 | \$15.25 | \$0.00 | \$57.11 |
| OPERATING ENGINEERS LOCAL 4 | 12/01/2017 | \$32.55 | \$10.00 | \$15.25 | \$0.00 | \$57.80 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| DELEADER (BRIDGE) | 01/01/2017 | \$51.41 | \$7.85 | \$16.10 | \$0.00 | \$75.36 |
| PAINTERS LOCAL 35 - ZONE 2 | | | | | | |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|-------------------|------------|---------|--------|---------|--------|---------|
| DEMO: ADZEMAN | 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"

| | | | | | | |
|--------------------------------------|------------|---------|--------|---------|--------|---------|
| DEMO: BACKHOE/LOADER/HAMMER OPERATOR | 06/01/2017 | \$38.00 | \$7.60 | \$14.65 | \$0.00 | \$60.25 |
| LABORERS - ZONE 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 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|-------------------|------------|---------|--------|---------|--------|---------|
| DEMO: BURNERS | 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: CONCRETE CUTTER/SAWYER | 06/01/2017 | \$38.00 | \$7.60 | \$14.65 | \$0.00 | \$60.25 |
| LABORERS - ZONE 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 |

For apprentice rates see "Apprentice- LABORER"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|------------------------------|------------|
| DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i> | 06/01/2017 | \$37.75 | \$7.60 | \$14.65 | \$0.00 | \$60.00 |
| | 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 <i>LABORERS - ZONE 2</i> | 06/01/2017 | \$37.00 | \$7.60 | \$14.65 | \$0.00 | \$59.25 |
| | 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 <i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2017 | \$45.93 | \$10.00 | \$15.25 | \$0.00 | \$71.18 |
| | 12/01/2017 | \$46.92 | \$10.00 | \$15.25 | \$0.00 | \$72.17 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2015 | \$58.86 | \$9.80 | \$19.23 | \$0.00 | \$87.89 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2015 | \$42.04 | \$9.80 | \$19.23 | \$0.00 | \$71.07 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2015 | \$63.06 | \$9.80 | \$19.23 | \$0.00 | \$92.09 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2015 | \$88.23 | \$9.80 | \$19.23 | \$0.00 | \$117.26 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i> | 09/01/2017 | \$49.28 | \$13.00 | \$17.48 | \$0.00 | \$79.76 |
| | 03/01/2018 | \$50.15 | \$13.00 | \$17.85 | \$0.00 | \$81.00 |
| | 09/01/2018 | \$51.34 | \$13.00 | \$17.89 | \$0.00 | \$82.23 |
| | 03/01/2019 | \$52.53 | \$13.00 | \$17.93 | \$0.00 | \$83.46 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i> | 09/01/2017 | \$49.28 | \$13.00 | \$17.48 | \$0.00 | \$79.76 |
| | 03/01/2018 | \$50.15 | \$13.00 | \$17.85 | \$0.00 | \$81.00 |
| | 09/01/2018 | \$51.34 | \$13.00 | \$17.89 | \$0.00 | \$82.23 |
| | 03/01/2019 | \$52.53 | \$13.00 | \$17.93 | \$0.00 | \$83.46 |

Classification

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

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental 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 |

Effective Date - 03/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 40 | \$20.06 | \$13.00 | \$0.60 | \$0.00 | \$33.66 |
| 2 | 40 | \$20.06 | \$13.00 | \$0.60 | \$0.00 | \$33.66 |
| 3 | 45 | \$22.57 | \$13.00 | \$13.61 | \$0.00 | \$49.18 |
| 4 | 45 | \$22.57 | \$13.00 | \$13.61 | \$0.00 | \$49.18 |
| 5 | 50 | \$25.08 | \$13.00 | \$13.99 | \$0.00 | \$52.07 |
| 6 | 55 | \$27.58 | \$13.00 | \$14.38 | \$0.00 | \$54.96 |
| 7 | 60 | \$30.09 | \$13.00 | \$14.76 | \$0.00 | \$57.85 |
| 8 | 65 | \$32.60 | \$13.00 | \$15.15 | \$0.00 | \$60.75 |
| 9 | 70 | \$35.11 | \$13.00 | \$15.53 | \$0.00 | \$63.64 |
| 10 | 75 | \$37.61 | \$13.00 | \$15.93 | \$0.00 | \$66.54 |

Notes :

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

Apprentice to Journeyworker Ratio:2:3***

| | | | | | | |
|-------------------------------|------------|---------|---------|---------|--------|---------|
| ELEVATOR CONSTRUCTOR | 01/01/2017 | \$55.86 | \$15.28 | \$15.71 | \$0.00 | \$86.85 |
| ELEVATOR CONSTRUCTORS LOCAL 4 | | | | | | |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2017

| Step | 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

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4 | 01/01/2017 | \$39.10 | \$15.28 | \$15.71 | \$0.00 | \$70.09 |
| For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR" | | | | | | |
| FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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" | | | | | | |
| FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 | 05/01/2017 | \$42.15 | \$10.00 | \$15.25 | \$0.00 | \$67.40 |
| | 11/01/2017 | \$42.88 | \$10.00 | \$15.25 | \$0.00 | \$68.13 |
| | 05/01/2018 | \$43.59 | \$10.00 | \$15.25 | \$0.00 | \$68.84 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 | 05/01/2017 | \$43.61 | \$10.00 | \$15.25 | \$0.00 | \$68.86 |
| | 11/01/2017 | \$44.34 | \$10.00 | \$15.25 | \$0.00 | \$69.59 |
| | 05/01/2018 | \$45.06 | \$10.00 | \$15.25 | \$0.00 | \$70.31 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 | 05/01/2017 | \$22.41 | \$10.00 | \$15.25 | \$0.00 | \$47.66 |
| | 11/01/2017 | \$22.83 | \$10.00 | \$15.25 | \$0.00 | \$48.08 |
| | 05/01/2018 | \$23.26 | \$10.00 | \$15.25 | \$0.00 | \$48.51 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103 | 09/01/2017 | \$49.28 | \$13.00 | \$17.48 | \$0.00 | \$79.76 |
| | 03/01/2018 | \$50.15 | \$13.00 | \$17.85 | \$0.00 | \$81.00 |
| | 09/01/2018 | \$51.34 | \$13.00 | \$17.89 | \$0.00 | \$82.23 |
| | 03/01/2019 | \$52.53 | \$13.00 | \$17.93 | \$0.00 | \$83.46 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 103 | 09/01/2017 | \$36.96 | \$13.00 | \$15.62 | \$0.00 | \$65.58 |
| | 03/01/2018 | \$37.61 | \$13.00 | \$15.93 | \$0.00 | \$66.54 |
| | 09/01/2018 | \$38.51 | \$13.00 | \$15.96 | \$0.00 | \$67.47 |
| | 03/01/2019 | \$39.40 | \$13.00 | \$15.98 | \$0.00 | \$68.38 |
| For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" | | | | | | |

| Classification | 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 | 03/01/2016 | \$42.13 | \$9.80 | \$17.62 | \$0.00 | \$69.55 |
| FLOORCOVERERS LOCAL 2168 ZONE 1 | | | | | | |

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2016

| Step | 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.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| FORK LIFT/CHERRY PICKER | 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" | | | | | | |
| GENERATOR/LIGHTING PLANT/HEATERS | 06/01/2017 | \$31.86 | \$10.00 | \$15.25 | \$0.00 | \$57.11 |
| OPERATING ENGINEERS LOCAL 4 | 12/01/2017 | \$32.55 | \$10.00 | \$15.25 | \$0.00 | \$57.80 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) | 01/01/2017 | \$40.91 | \$7.85 | \$16.10 | \$0.00 | \$64.86 |
| GLAZIERS LOCAL 35 (ZONE 2) | | | | | | |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2017

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|-----------------------------------|------------|---------|---------|---------|--------|---------|
| HOISTING ENGINEER/CRANES/GRADALLS | 06/01/2017 | \$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 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|----------------------|---------|---------|---------------------------|------------|
| Apprentice - OPERATING ENGINEERS - Local 4 | | | | | | |
| Effective Date - 06/01/2017 | | | | | | |
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
| 1 | 55 | \$25.51 | \$10.00 | \$0.00 | \$0.00 | \$35.51 |
| 2 | 60 | \$27.83 | \$10.00 | \$15.25 | \$0.00 | \$53.08 |
| 3 | 65 | \$30.15 | \$10.00 | \$15.25 | \$0.00 | \$55.40 |
| 4 | 70 | \$32.47 | \$10.00 | \$15.25 | \$0.00 | \$57.72 |
| 5 | 75 | \$34.79 | \$10.00 | \$15.25 | \$0.00 | \$60.04 |
| 6 | 80 | \$37.10 | \$10.00 | \$15.25 | \$0.00 | \$62.35 |
| 7 | 85 | \$39.42 | \$10.00 | \$15.25 | \$0.00 | \$64.67 |
| 8 | 90 | \$41.74 | \$10.00 | \$15.25 | \$0.00 | \$66.99 |
| Effective Date - 12/01/2017 | | | | | | |
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental 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: | | | | | | |
| Apprentice to Journeyworker Ratio:1:6 | | | | | | |
| HVAC (DUCTWORK) | 08/01/2017 | \$43.83 | \$11.45 | \$24.03 | \$2.38 | \$81.69 |
| SHEETMETAL WORKERS LOCAL 17 - A | 02/01/2018 | \$44.98 | \$11.45 | \$24.03 | \$2.38 | \$82.84 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | |
| HVAC (ELECTRICAL CONTROLS) | 09/01/2017 | \$49.28 | \$13.00 | \$17.48 | \$0.00 | \$79.76 |
| ELECTRICIANS LOCAL 103 | 03/01/2018 | \$50.15 | \$13.00 | \$17.85 | \$0.00 | \$81.00 |
| | 09/01/2018 | \$51.34 | \$13.00 | \$17.89 | \$0.00 | \$82.23 |
| | 03/01/2019 | \$52.53 | \$13.00 | \$17.93 | \$0.00 | \$83.46 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| HVAC (TESTING AND BALANCING - AIR) | 08/01/2017 | \$43.83 | \$11.45 | \$24.03 | \$2.38 | \$81.69 |
| SHEETMETAL WORKERS LOCAL 17 - A | 02/01/2018 | \$44.98 | \$11.45 | \$24.03 | \$2.38 | \$82.84 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | |
| HVAC (TESTING AND BALANCING -WATER) | 03/01/2017 | \$51.19 | \$9.70 | \$18.14 | \$0.00 | \$79.03 |
| PIPEFITTERS LOCAL 537 | | | | | | |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | |
| HVAC MECHANIC | 03/01/2017 | \$51.19 | \$9.70 | \$18.14 | \$0.00 | \$79.03 |
| PIPEFITTERS LOCAL 537 | | | | | | |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| HYDRAULIC DRILLS LABORERS - ZONE 2 | 06/01/2017 | \$33.15 | \$7.60 | \$13.50 | \$0.00 | \$54.25 |
| | 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) 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 |

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

| Effective Date - 09/01/2017 | | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|-----------------------------|---------|----------------------|---------|---------|---------------------------|------------|
| Step | percent | | | | | |
| 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 |

| Effective Date - 09/01/2018 | | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|-----------------------------|---------|----------------------|---------|---------|---------------------------|------------|
| Step | percent | | | | | |
| 1 | 50 | \$24.67 | \$11.75 | \$10.45 | \$0.00 | \$46.87 |
| 2 | 60 | \$29.60 | \$11.75 | \$11.20 | \$0.00 | \$52.55 |
| 3 | 70 | \$34.54 | \$11.75 | \$11.95 | \$0.00 | \$58.24 |
| 4 | 80 | \$39.47 | \$11.75 | \$12.70 | \$0.00 | \$63.92 |

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA) | 03/16/2017 | \$44.65 | \$7.80 | \$20.85 | \$0.00 | \$73.30 |
|--|------------|---------|--------|---------|--------|---------|

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2017

| Step | 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

Apprentice to Journeyworker Ratio:**

| | | | | | | |
|--------------------------------------|------------|---------|--------|---------|--------|---------|
| JACKHAMMER & PAVING BREAKER 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"

LABORER

LABORERS - ZONE 2

| | | | | | |
|------------|---------|--------|---------|--------|---------|
| 06/01/2017 | \$32.40 | \$7.60 | \$13.50 | \$0.00 | \$53.50 |
| 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 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|----------------------|--------|---------|---------------------------|------------|
| Apprentice - LABORER - Zone 2 | | | | | | |
| Effective Date - 06/01/2017 | | | | | | |
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
| 1 | 60 | \$19.44 | \$7.60 | \$13.50 | \$0.00 | \$40.54 |
| 2 | 70 | \$22.68 | \$7.60 | \$13.50 | \$0.00 | \$43.78 |
| 3 | 80 | \$25.92 | \$7.60 | \$13.50 | \$0.00 | \$47.02 |
| 4 | 90 | \$29.16 | \$7.60 | \$13.50 | \$0.00 | \$50.26 |
| Effective Date - 12/01/2017 | | | | | | |
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental 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 |
| Notes: | | | | | | |
| Apprentice to Journeyworker Ratio:1:5 | | | | | | |
| LABORER: CARPENTER TENDER | | | | | | |
| <i>LABORERS - ZONE 2</i> | | | | | | |
| | 06/01/2017 | \$32.40 | \$7.60 | \$13.50 | \$0.00 | \$53.50 |
| | 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: CEMENT FINISHER TENDER | | | | | | |
| <i>LABORERS - ZONE 2</i> | | | | | | |
| | 06/01/2017 | \$32.40 | \$7.60 | \$13.50 | \$0.00 | \$53.50 |
| | 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: HAZARDOUS WASTE/ASBESTOS REMOVER | | | | | | |
| <i>LABORERS - ZONE 2</i> | | | | | | |
| | 06/01/2017 | \$32.60 | \$7.60 | \$13.45 | \$0.00 | \$53.65 |
| | 12/01/2017 | \$33.23 | \$7.60 | \$13.45 | \$0.00 | \$54.28 |
| | 06/01/2018 | \$34.07 | \$7.60 | \$13.45 | \$0.00 | \$55.12 |
| | 12/01/2018 | \$34.91 | \$7.60 | \$13.45 | \$0.00 | \$55.96 |
| | 06/01/2019 | \$35.78 | \$7.60 | \$13.45 | \$0.00 | \$56.83 |
| | 12/01/2019 | \$36.64 | \$7.60 | \$13.45 | \$0.00 | \$57.69 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|------------------------------|------------|
| LABORER: MASON TENDER <i>LABORERS - ZONE 2</i> | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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 <i>LABORERS - ZONE 2</i> | 06/01/2017 | \$32.40 | \$7.60 | \$13.50 | \$0.00 | \$53.50 |
| | 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 <i>LABORERS - ZONE 2</i> | 06/01/2017 | \$32.40 | \$7.60 | \$13.50 | \$0.00 | \$53.50 |
| | 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 standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i> | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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 <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i> | 08/01/2017 | \$39.82 | \$10.75 | \$17.80 | \$0.00 | \$68.37 |
| | 02/01/2018 | \$40.36 | \$10.75 | \$17.80 | \$0.00 | \$68.91 |
| | 08/01/2018 | \$41.44 | \$10.75 | \$17.93 | \$0.00 | \$70.12 |
| | 02/01/2019 | \$41.95 | \$10.75 | \$17.93 | \$0.00 | \$70.63 |
| | 08/01/2019 | \$43.03 | \$10.75 | \$18.07 | \$0.00 | \$71.85 |
| | 02/01/2020 | \$43.54 | \$10.75 | \$18.07 | \$0.00 | \$72.36 |
| | 08/01/2020 | \$44.62 | \$10.75 | \$18.22 | \$0.00 | \$73.59 |
| | 02/01/2021 | \$45.13 | \$10.75 | \$18.22 | \$0.00 | \$74.10 |
| | 08/01/2021 | \$46.25 | \$10.75 | \$18.38 | \$0.00 | \$75.38 |
| | 02/01/2022 | \$46.72 | \$10.75 | \$18.38 | \$0.00 | \$75.85 |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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

Effective Date - 08/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$19.91 | \$10.75 | \$17.80 | \$0.00 | \$48.46 |
| 2 | 60 | \$23.89 | \$10.75 | \$17.80 | \$0.00 | \$52.44 |
| 3 | 70 | \$27.87 | \$10.75 | \$17.80 | \$0.00 | \$56.42 |
| 4 | 80 | \$31.86 | \$10.75 | \$17.80 | \$0.00 | \$60.41 |
| 5 | 90 | \$35.84 | \$10.75 | \$17.80 | \$0.00 | \$64.39 |

Effective Date - 02/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$20.18 | \$10.75 | \$17.80 | \$0.00 | \$48.73 |
| 2 | 60 | \$24.22 | \$10.75 | \$17.80 | \$0.00 | \$52.77 |
| 3 | 70 | \$28.25 | \$10.75 | \$17.80 | \$0.00 | \$56.80 |
| 4 | 80 | \$32.29 | \$10.75 | \$17.80 | \$0.00 | \$60.84 |
| 5 | 90 | \$36.32 | \$10.75 | \$17.80 | \$0.00 | \$64.87 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| MARBLE MASONS, TILELAYERS & TERRAZZO MECH | 08/01/2017 | \$52.10 | \$10.75 | \$19.35 | \$0.00 | \$82.20 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE | 02/01/2018 | \$52.78 | \$10.75 | \$19.35 | \$0.00 | \$82.88 |
| | 08/01/2018 | \$54.13 | \$10.75 | \$19.48 | \$0.00 | \$84.36 |
| | 02/01/2019 | \$54.75 | \$10.75 | \$19.48 | \$0.00 | \$84.98 |
| | 08/01/2019 | \$56.10 | \$10.75 | \$19.62 | \$0.00 | \$86.47 |
| | 02/01/2020 | \$56.73 | \$10.75 | \$19.62 | \$0.00 | \$87.10 |
| | 08/01/2020 | \$58.08 | \$10.75 | \$19.77 | \$0.00 | \$88.60 |
| | 02/01/2021 | \$58.72 | \$10.75 | \$19.77 | \$0.00 | \$89.24 |
| | 08/01/2021 | \$60.12 | \$10.75 | \$19.93 | \$0.00 | \$90.80 |
| | 02/01/2022 | \$60.69 | \$10.75 | \$19.93 | \$0.00 | \$91.37 |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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

Effective Date - 08/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$26.05 | \$10.75 | \$19.35 | \$0.00 | \$56.15 |
| 2 | 60 | \$31.26 | \$10.75 | \$19.35 | \$0.00 | \$61.36 |
| 3 | 70 | \$36.47 | \$10.75 | \$19.35 | \$0.00 | \$66.57 |
| 4 | 80 | \$41.68 | \$10.75 | \$19.35 | \$0.00 | \$71.78 |
| 5 | 90 | \$46.89 | \$10.75 | \$19.35 | \$0.00 | \$76.99 |

Effective Date - 02/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$26.39 | \$10.75 | \$19.35 | \$0.00 | \$56.49 |
| 2 | 60 | \$31.67 | \$10.75 | \$19.35 | \$0.00 | \$61.77 |
| 3 | 70 | \$36.95 | \$10.75 | \$19.35 | \$0.00 | \$67.05 |
| 4 | 80 | \$42.22 | \$10.75 | \$19.35 | \$0.00 | \$72.32 |
| 5 | 90 | \$47.50 | \$10.75 | \$19.35 | \$0.00 | \$77.60 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| MECH. SWEEPER OPERATOR (ON CONST. SITES) | 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" | | | | | | |
| MECHANICS MAINTENANCE | 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" | | | | | | |
| MILLWRIGHT (Zone 2) | 04/01/2017 | \$35.47 | \$9.90 | \$18.50 | \$0.00 | \$63.87 |
| MILLWRIGHTS LOCAL 1121 - Zone 2 | 10/01/2017 | \$36.32 | \$9.90 | \$18.50 | \$0.00 | \$64.72 |
| | 04/01/2018 | \$37.17 | \$9.90 | \$18.50 | \$0.00 | \$65.57 |
| | 10/01/2018 | \$38.02 | \$9.90 | \$18.50 | \$0.00 | \$66.42 |
| | 04/01/2019 | \$38.87 | \$9.90 | \$18.50 | \$0.00 | \$67.27 |

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2
Effective Date - 04/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|------------------------------|------------|
| 1 | 55 | \$19.51 | \$9.90 | \$5.31 | \$0.00 | \$34.72 |
| 2 | 65 | \$23.06 | \$9.90 | \$15.13 | \$0.00 | \$48.09 |
| 3 | 75 | \$26.60 | \$9.90 | \$16.10 | \$0.00 | \$52.60 |
| 4 | 85 | \$30.15 | \$9.90 | \$17.06 | \$0.00 | \$57.11 |

Effective Date - 10/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|------------------------------|------------|
| 1 | 55 | \$19.98 | \$9.90 | \$5.31 | \$0.00 | \$35.19 |
| 2 | 65 | \$23.61 | \$9.90 | \$15.13 | \$0.00 | \$48.64 |
| 3 | 75 | \$27.24 | \$9.90 | \$16.10 | \$0.00 | \$53.24 |
| 4 | 85 | \$30.87 | \$9.90 | \$15.06 | \$0.00 | \$55.83 |

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| MORTAR MIXER LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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) OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$23.47 | \$10.00 | \$15.25 | \$0.00 | \$48.72 |
| | 12/01/2017 | \$23.99 | \$10.00 | \$15.25 | \$0.00 | \$49.24 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$27.54 | \$10.00 | \$15.25 | \$0.00 | \$52.79 |
| | 12/01/2017 | \$28.15 | \$10.00 | \$15.25 | \$0.00 | \$53.40 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$45.93 | \$10.00 | \$15.25 | \$0.00 | \$71.18 |
| | 12/01/2017 | \$46.92 | \$10.00 | \$15.25 | \$0.00 | \$72.17 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2 | 01/01/2017 | \$51.41 | \$7.85 | \$16.10 | \$0.00 | \$75.36 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|----------------|-----------|--------|---------|------------------------------|------------|
|----------------|----------------|-----------|--------|---------|------------------------------|------------|

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|-------------------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER (SPRAY OR SANDBLAST, NEW) * | 01/01/2017 | \$42.31 | \$7.85 | \$16.10 | \$0.00 | \$66.26 |
|-------------------------------------|------------|---------|--------|---------|--------|---------|

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

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

Effective Date - 01/01/2017

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---------------------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER (SPRAY OR SANDBLAST, REPAINT) | 01/01/2017 | \$40.37 | \$7.85 | \$16.10 | \$0.00 | \$64.32 |
|---------------------------------------|------------|---------|--------|---------|--------|---------|

PAINTERS LOCAL 35 - ZONE 2

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2017

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|----------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER (TRAFFIC MARKINGS) | 06/01/2017 | \$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"

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

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2017

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2017

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2012 | \$30.28 | \$9.07 | \$8.00 | \$0.00 | \$47.35 |
| 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 |

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2015

| Step | percent | 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 | 75 | \$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:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537 | 03/01/2017 | \$51.19 | \$9.70 | \$18.14 | \$0.00 | \$79.03 |
|---|------------|---------|--------|---------|--------|---------|

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|----------------|-----------|--------|---------|---------------------------|------------|
|----------------|----------------|-----------|--------|---------|---------------------------|------------|

| Apprentice - PIPEFITTER - Local 537 | | | | | | |
|--|---------|----------------------|--------|---------|---------------------------|------------|
| Effective Date - 03/01/2017 | | | | | | |
| Step | percent | 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 |

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

| | | | | | | |
|--------------------------------|------------|---------|--------|---------|--------|---------|
| PIPELAYER LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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" | | | | | | |
| PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12 | 03/01/2017 | \$52.69 | \$11.32 | \$15.46 | \$0.00 | \$79.47 |

| Apprentice - PLUMBER/GASFITTER - Local 12 | | | | | | |
|--|---------|----------------------|---------|---------|---------------------------|------------|
| Effective Date - 03/01/2017 | | | | | | |
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
| 1 | 35 | \$18.44 | \$11.32 | \$5.74 | \$0.00 | \$35.50 |
| 2 | 40 | \$21.08 | \$11.32 | \$6.49 | \$0.00 | \$38.89 |
| 3 | 55 | \$28.98 | \$11.32 | \$8.73 | \$0.00 | \$49.03 |
| 4 | 65 | \$34.25 | \$11.32 | \$10.23 | \$0.00 | \$55.80 |
| 5 | 75 | \$39.52 | \$11.32 | \$11.72 | \$0.00 | \$62.56 |

| | | | | | | |
|--|--|--|--|--|--|--|
| Notes: | | | | | | |
| ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr | | | | | | |
| Step4 with lic\$58.50 Step5 with lic\$65.36 | | | | | | |
| Apprentice to Journeyworker Ratio:** | | | | | | |

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 | 03/01/2017 | \$51.19 | \$9.70 | \$18.14 | \$0.00 | \$79.03 |
|---|------------|---------|--------|---------|--------|---------|

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | |
| PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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 |

| | | | | |
|-------------|------------|----------------------|--------------|---------------|
| Issue Date: | 09/15/2017 | Wage Request Number: | 20170915-028 | Page 24 of 33 |
|-------------|------------|----------------------|--------------|---------------|

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| POWDERMAN & BLASTER | 06/01/2017 | \$33.40 | \$7.60 | \$13.50 | \$0.00 | \$54.50 |
| LABORERS - ZONE 2 | 12/01/2017 | \$34.03 | \$7.60 | \$13.50 | \$0.00 | \$55.13 |
| | 06/01/2018 | \$34.87 | \$7.60 | \$13.50 | \$0.00 | \$55.97 |
| | 12/01/2018 | \$35.71 | \$7.60 | \$13.50 | \$0.00 | \$56.81 |
| | 06/01/2019 | \$36.58 | \$7.60 | \$13.50 | \$0.00 | \$57.68 |
| | 12/01/2019 | \$37.44 | \$7.60 | \$13.50 | \$0.00 | \$58.54 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| POWER SHOVEL/DERRICK/TRENCHING MACHINE | 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" | | | | | | |
| PUMP OPERATOR (CONCRETE) | 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" | | | | | | |
| PUMP OPERATOR (DEWATERING, OTHER) | 06/01/2017 | \$31.86 | \$10.00 | \$15.25 | \$0.00 | \$57.11 |
| OPERATING ENGINEERS LOCAL 4 | 12/01/2017 | \$32.55 | \$10.00 | \$15.25 | \$0.00 | \$57.80 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010)TEAMSTERS LOCAL 25c | 07/01/2017 | \$28.18 | \$8.48 | \$9.72 | \$0.00 | \$46.38 |
| READY-MIX CONCRETE DRIVER TEAMSTERS LOCAL 25c | 07/01/2017 | \$29.48 | \$8.48 | \$9.72 | \$0.00 | \$47.68 |
| RECLAIMERS | 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" | | | | | | |
| 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 only to the construction of new, wood frame residences that do not exceed four stories including the basement.CARPENTERS -ZONE 2 (Residential Wood) | 10/01/2017 | \$26.93 | \$7.07 | \$7.18 | \$0.00 | \$41.18 |
| | 04/01/2018 | \$27.35 | \$7.07 | \$7.18 | \$0.00 | \$41.60 |
| | 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. | | | | | | |

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 04/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|------------------------------|------------|
| 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 |

Effective Date - 10/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental 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 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|----------------------------------|------------|---------|--------|---------|--------|---------|
| RIDE-ON MOTORIZED BUGGY 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"

| | | | | | | |
|----------------------------------|------------|---------|---------|---------|--------|---------|
| ROLLER/SPREADER/MULCHING MACHINE | 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"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) | 08/01/2017 | \$41.36 | \$11.20 | \$14.80 | \$0.00 | \$67.36 |
| ROOFERS LOCAL 33 | 02/01/2018 | \$42.51 | \$11.20 | \$14.80 | \$0.00 | \$68.51 |
| | 08/01/2018 | \$43.61 | \$11.20 | \$14.80 | \$0.00 | \$69.61 |
| | 02/01/2019 | \$44.76 | \$11.20 | \$14.80 | \$0.00 | \$70.76 |

| Classification | | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|--|----------------|-----------|--------|---------|------------------------------|------------|
|----------------|--|----------------|-----------|--------|---------|------------------------------|------------|

| Apprentice - ROOFER - Local 33 | | | | | | | |
|---------------------------------------|---------|----------------------|---------|---------|------------------------------|------------|--|
| Effective Date - 08/01/2017 | | | | | | | |
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate | |
| 1 | 50 | \$20.68 | \$11.20 | \$3.44 | \$0.00 | \$35.32 | |
| 2 | 60 | \$24.82 | \$11.20 | \$14.80 | \$0.00 | \$50.82 | |
| 3 | 65 | \$26.88 | \$11.20 | \$14.80 | \$0.00 | \$52.88 | |
| 4 | 75 | \$31.02 | \$11.20 | \$14.80 | \$0.00 | \$57.02 | |
| 5 | 85 | \$35.16 | \$11.20 | \$14.80 | \$0.00 | \$61.16 | |

| Effective Date - 02/01/2018 | | | | | | | |
|------------------------------------|---------|----------------------|---------|---------|------------------------------|------------|--|
| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate | |
| 1 | 50 | \$21.26 | \$11.20 | \$3.44 | \$0.00 | \$35.90 | |
| 2 | 60 | \$25.51 | \$11.20 | \$14.80 | \$0.00 | \$51.51 | |
| 3 | 65 | \$27.63 | \$11.20 | \$14.80 | \$0.00 | \$53.63 | |
| 4 | 75 | \$31.88 | \$11.20 | \$14.80 | \$0.00 | \$57.88 | |
| 5 | 85 | \$36.13 | \$11.20 | \$14.80 | \$0.00 | \$62.13 | |

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

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

| | | | | | | | |
|--|------------|---------|---------|---------|--------|---------|--|
| Apprentice to Journeyworker Ratio: ** | | | | | | | |
| ROOFER SLATE / TILE / PRECAST CONCRETE | 08/01/2017 | \$41.61 | \$11.20 | \$14.80 | \$0.00 | \$67.61 | |
| ROOFERS LOCAL 33 | 02/01/2018 | \$42.76 | \$11.20 | \$14.80 | \$0.00 | \$68.76 | |
| | 08/01/2018 | \$43.86 | \$11.20 | \$14.80 | \$0.00 | \$69.86 | |
| | 02/01/2019 | \$45.01 | \$11.20 | \$14.80 | \$0.00 | \$71.01 | |

| | | | | | | | |
|---|------------|---------|---------|---------|--------|---------|--|
| For apprentice rates see "Apprentice- ROOFER" | | | | | | | |
| SHEETMETAL WORKER | 08/01/2017 | \$43.83 | \$11.45 | \$24.03 | \$2.38 | \$81.69 | |
| SHEETMETAL WORKERS LOCAL 17 - A | 02/01/2018 | \$44.98 | \$11.45 | \$24.03 | \$2.38 | \$82.84 | |

Classification

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

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 40 | \$17.53 | \$11.45 | \$5.61 | \$0.00 | \$34.59 |
| 2 | 40 | \$17.53 | \$11.45 | \$5.61 | \$0.00 | \$34.59 |
| 3 | 45 | \$19.72 | \$11.45 | \$10.76 | \$1.26 | \$43.19 |
| 4 | 45 | \$19.72 | \$11.45 | \$10.76 | \$1.26 | \$43.19 |
| 5 | 50 | \$21.92 | \$11.45 | \$11.71 | \$1.35 | \$46.43 |
| 6 | 50 | \$21.92 | \$11.45 | \$11.96 | \$1.36 | \$46.69 |
| 7 | 60 | \$26.30 | \$11.45 | \$13.61 | \$1.54 | \$52.90 |
| 8 | 65 | \$28.49 | \$11.45 | \$14.56 | \$1.64 | \$56.14 |
| 9 | 75 | \$32.87 | \$11.45 | \$16.47 | \$1.82 | \$62.61 |
| 10 | 85 | \$37.26 | \$11.45 | \$17.87 | \$2.00 | \$68.58 |

Effective Date - 02/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 40 | \$17.99 | \$11.45 | \$5.24 | \$0.00 | \$34.68 |
| 2 | 40 | \$17.99 | \$11.45 | \$5.24 | \$0.00 | \$34.68 |
| 3 | 45 | \$20.24 | \$11.45 | \$10.31 | \$1.27 | \$43.27 |
| 4 | 45 | \$20.24 | \$11.45 | \$10.31 | \$1.27 | \$43.27 |
| 5 | 50 | \$22.49 | \$11.45 | \$11.21 | \$1.37 | \$46.52 |
| 6 | 50 | \$22.49 | \$11.45 | \$11.46 | \$1.38 | \$46.78 |
| 7 | 60 | \$26.99 | \$11.45 | \$13.02 | \$1.56 | \$53.02 |
| 8 | 65 | \$29.24 | \$11.45 | \$13.93 | \$1.67 | \$56.29 |
| 9 | 75 | \$33.74 | \$11.45 | \$15.74 | \$1.85 | \$62.78 |
| 10 | 85 | \$38.23 | \$11.45 | \$17.05 | \$2.03 | \$68.76 |

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|----------------|-----------|--------|---------|---------------------------|------------|
|----------------|----------------|-----------|--------|---------|---------------------------|------------|

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2016 | \$32.44 | \$10.91 | \$10.89 | \$0.00 | \$54.24 |
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2016 | \$32.73 | \$10.91 | \$10.89 | \$0.00 | \$54.53 |
| SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1 | 03/01/2017 | \$56.08 | \$8.77 | \$17.20 | \$0.00 | \$82.05 |

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

Effective Date - 03/01/2017

| Step | 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 |

Notes: Apprentice entered prior 9/30/10:

40/45/50/55/60/65/70/75/80/85

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$45.93 | \$10.00 | \$15.25 | \$0.00 | \$71.18 |
| | 12/01/2017 | \$46.92 | \$10.00 | \$15.25 | \$0.00 | \$72.17 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| 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 | 09/01/2017 | \$36.96 | \$13.00 | \$15.62 | \$0.00 | \$65.58 |
| ELECTRICIANS LOCAL 103 | 03/01/2018 | \$37.61 | \$13.00 | \$15.93 | \$0.00 | \$66.54 |
| | 09/01/2018 | \$38.51 | \$13.00 | \$15.96 | \$0.00 | \$67.47 |
| | 03/01/2019 | \$39.40 | \$13.00 | \$15.98 | \$0.00 | \$68.38 |

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$14.78 | \$13.00 | \$0.44 | \$0.00 | \$28.22 |
| 2 | 40 | \$14.78 | \$13.00 | \$0.44 | \$0.00 | \$28.22 |
| 3 | 45 | \$16.63 | \$13.00 | \$12.55 | \$0.00 | \$42.18 |
| 4 | 45 | \$16.63 | \$13.00 | \$12.55 | \$0.00 | \$42.18 |
| 5 | 50 | \$18.48 | \$13.00 | \$12.82 | \$0.00 | \$44.30 |
| 6 | 55 | \$20.33 | \$13.00 | \$13.10 | \$0.00 | \$46.43 |
| 7 | 60 | \$22.18 | \$13.00 | \$13.39 | \$0.00 | \$48.57 |
| 8 | 65 | \$24.02 | \$13.00 | \$13.66 | \$0.00 | \$50.68 |
| 9 | 70 | \$25.87 | \$13.00 | \$13.95 | \$0.00 | \$52.82 |
| 10 | 75 | \$27.72 | \$13.00 | \$14.22 | \$0.00 | \$54.94 |

Effective Date - 03/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$15.04 | \$13.00 | \$0.45 | \$0.00 | \$28.49 |
| 2 | 40 | \$15.04 | \$13.00 | \$0.45 | \$0.00 | \$28.49 |
| 3 | 45 | \$16.92 | \$13.00 | \$12.74 | \$0.00 | \$42.66 |
| 4 | 45 | \$16.92 | \$13.00 | \$12.74 | \$0.00 | \$42.66 |
| 5 | 50 | \$18.81 | \$13.00 | \$13.03 | \$0.00 | \$44.84 |
| 6 | 55 | \$20.69 | \$13.00 | \$13.32 | \$0.00 | \$47.01 |
| 7 | 60 | \$22.57 | \$13.00 | \$13.61 | \$0.00 | \$49.18 |
| 8 | 65 | \$24.45 | \$13.00 | \$13.90 | \$0.00 | \$51.35 |
| 9 | 70 | \$26.33 | \$13.00 | \$14.19 | \$0.00 | \$53.52 |
| 10 | 75 | \$28.21 | \$13.00 | \$14.48 | \$0.00 | \$55.69 |

Notes:

Apprentice to Journeyworker Ratio:1:1

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|-------------------------------------|----------------|-----------|---------|---------|------------------------------|------------|
| TERRAZZO FINISHERS | 08/01/2017 | \$51.00 | \$10.75 | \$19.35 | \$0.00 | \$81.10 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE | 02/01/2018 | \$51.68 | \$10.75 | \$19.35 | \$0.00 | \$81.78 |
| | 08/01/2018 | \$53.03 | \$10.75 | \$19.48 | \$0.00 | \$83.26 |
| | 02/01/2019 | \$53.67 | \$10.75 | \$19.48 | \$0.00 | \$83.90 |
| | 08/01/2019 | \$55.02 | \$10.75 | \$19.62 | \$0.00 | \$85.39 |
| | 02/01/2020 | \$55.66 | \$10.75 | \$19.62 | \$0.00 | \$86.03 |
| | 08/01/2020 | \$57.01 | \$10.75 | \$19.77 | \$0.00 | \$87.53 |
| | 02/01/2021 | \$57.65 | \$10.75 | \$19.77 | \$0.00 | \$88.17 |
| | 08/01/2021 | \$59.05 | \$10.75 | \$19.93 | \$0.00 | \$89.73 |
| | 02/01/2022 | \$59.64 | \$10.75 | \$19.93 | \$0.00 | \$90.32 |

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2017

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$25.50 | \$10.75 | \$19.35 | \$0.00 | \$55.60 |
| 2 | 60 | \$30.60 | \$10.75 | \$19.35 | \$0.00 | \$60.70 |
| 3 | 70 | \$35.70 | \$10.75 | \$19.35 | \$0.00 | \$65.80 |
| 4 | 80 | \$40.80 | \$10.75 | \$19.35 | \$0.00 | \$70.90 |
| 5 | 90 | \$45.90 | \$10.75 | \$19.35 | \$0.00 | \$76.00 |

Effective Date - 02/01/2018

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|------------------------------|------------|
| 1 | 50 | \$25.84 | \$10.75 | \$19.35 | \$0.00 | \$55.94 |
| 2 | 60 | \$31.01 | \$10.75 | \$19.35 | \$0.00 | \$61.11 |
| 3 | 70 | \$36.18 | \$10.75 | \$19.35 | \$0.00 | \$66.28 |
| 4 | 80 | \$41.34 | \$10.75 | \$19.35 | \$0.00 | \$71.44 |
| 5 | 90 | \$46.51 | \$10.75 | \$19.35 | \$0.00 | \$76.61 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| TEST BORING DRILLER | 12/01/2016 | \$37.70 | \$7.60 | \$14.35 | \$0.00 | \$59.65 |
| LABORERS - FOUNDATION AND MARINE | | | | | | |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TEST BORING DRILLER HELPER | 12/01/2016 | \$36.42 | \$7.60 | \$14.35 | \$0.00 | \$58.37 |
| LABORERS - FOUNDATION AND MARINE | | | | | | |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TEST BORING LABORER | 12/01/2016 | \$36.30 | \$7.60 | \$14.35 | \$0.00 | \$58.25 |
| LABORERS - FOUNDATION AND MARINE | | | | | | |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TRACTORS/PORTABLE STEAM GENERATORS | 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" | | | | | | |
| TRAILERS FOR EARTH MOVING EQUIPMENT | 12/01/2016 | \$33.02 | \$10.91 | \$10.89 | \$0.00 | \$54.82 |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|------------------------------|------------|
| TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR) | 12/01/2016 | \$48.58 | \$7.60 | \$14.75 | \$0.00 | \$70.93 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR) | 12/01/2016 | \$50.58 | \$7.60 | \$14.75 | \$0.00 | \$72.93 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL) | 12/01/2016 | \$40.65 | \$7.60 | \$14.75 | \$0.00 | \$63.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL) | 12/01/2016 | \$42.65 | \$7.60 | \$14.75 | \$0.00 | \$65.00 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2016 | \$32.44 | \$10.91 | \$10.89 | \$0.00 | \$54.24 |
| WAGON DRILL OPERATOR LABORERS - ZONE 2 | 06/01/2017 | \$32.65 | \$7.60 | \$13.50 | \$0.00 | \$53.75 |
| | 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" | | | | | | |
| WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4 | 06/01/2017 | \$46.38 | \$10.00 | \$15.25 | \$0.00 | \$71.63 |
| | 12/01/2017 | \$47.38 | \$10.00 | \$15.25 | \$0.00 | \$72.63 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| WATER METER INSTALLER 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/GASFITTER" | | | | | | |
| Outside Electrical - East | | | | | | |
| CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$27.14 | \$7.75 | \$1.81 | \$0.00 | \$36.70 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$38.45 | \$7.75 | \$9.53 | \$0.00 | \$55.73 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$31.66 | \$7.75 | \$9.44 | \$0.00 | \$48.85 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$24.88 | \$7.75 | \$1.75 | \$0.00 | \$34.38 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$38.45 | \$7.75 | \$13.61 | \$0.00 | \$59.81 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$33.92 | \$7.75 | \$10.21 | \$0.00 | \$51.88 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$24.88 | \$7.75 | \$1.75 | \$0.00 | \$34.38 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$20.35 | \$7.75 | \$1.61 | \$0.00 | \$29.71 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|--------|---------|---------------------------|------------|
| JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/03/2017 | \$45.23 | \$7.75 | \$16.61 | \$0.00 | \$69.59 |

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/03/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:2

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

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a Building
at the Pit in the Town of Natick

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, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and _____, a corporation organized under the laws of the _____, with a principal office located at _____ (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 regarding the Scope of Services outlined in paragraph 1, below, if any exist between the Town and the Contractor regarding the subject matter of this Contract, 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 the installation of a building at the pit in the Town of Natick, as described in the Invitation for Bids for Services Related to the Installation of a Building at the Pit in the Town of Natick ("IFB"), 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.

3. Term

The term of this Contract shall commence as of the date in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of all services under this Contract. The work shall be substantially complete on or before _____ and shall be finally complete on or before _____.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the

Town of Natick, Massachusetts
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Documents shall be construed according to the following priorities:

| | |
|-------------------|---------------------------------|
| Highest Priority: | Amendments to Contract (if any) |
| Second Priority: | Contract |
| Third Priority: | Addenda to the IFB (if any) |
| Fourth Priority: | IFB |
| Fifth Priority: | Contractor's Bid. |

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, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, 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 Bids, 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,

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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.

Town of Natick, Massachusetts
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- 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, Massachusetts
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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, commissions, committees, 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

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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 IFB 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 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

Town of Natick, Massachusetts
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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 pre-employment 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

Town of Natick, Massachusetts
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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

Town of Natick, Massachusetts
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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 Bid 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 Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

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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.

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at the Pit in the Town of Natick

- 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 remainder of this page is left intentionally blank.)

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a Building
at the Pit in the Town of Natick

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, Jr.

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a Building
at the Pit in the Town of Natick

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

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to the Installation of a Building
at the Pit in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Title)

(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either _____
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20 ____ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)