

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Dr. Anna P. Nolin, Superintendent, Natick Public Schools
John Gadson, Director, Natick Facilities Department

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: January 14, 2020

**SUBJECT: CONTRACT AWARD
HVAC Services**

On December 16, 2019, sealed bids were received for the procurement of services related to HVAC in the Town of Natick (Town and School buildings). Bids were received from one (1) bidder. (See attached.)

The lowest bidder, Ambient Temperature Corporation, is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen and the Natick Public Schools award the contract to Ambient Temperature Corporation for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$140.00/hr. for regular service work (estimate of 250 hrs.) and \$170/hr. for emergency service work (estimate of 250 hrs.), as provided for in Ambient Temperature Corporation's bid. Note that, although the bid was made in the amount of \$77,500.00 for comparative purposes, Ambient Temperature Corporation will only be paid for hours actually worked (and will be paid at the rates set forth above). Mr. Gadson and I have reviewed the bids received and have checked the references and qualifications of Ambient Temperature Corporation, and have determined it to be a responsible and eligible bidder.

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

Bids Received:	12/16/2019
Newspaper Advertisement (<u>Metrowest Daily News</u>):	11/27/2019
Website Posting:	11/21/2019
Town Hall Postings:	11/21/2019
Central Register:	11/27/2019
COMMBUYS Posting:	11/21/2019

Funding: Facilities Department Operating Budget (\$77,500.00)

Bids Received: See attached.

IFB Opening Form

Date & Time: December 16, 2019, 11:00 A.M. EST

Sund 13th day of December 2019 under seal
CPO Signature: *[Signature]* 13/12/19

Witness Signature:

Melissa Coz 12-16-19

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

This Contract is made this twentieth day of January, 2020, 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 Ambient Temperature Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 14 Graf Road, Newburyport, MA 01950 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide HVAC services in the Town of Natick, as set forth in the Invitation for Bids for HVAC Services 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. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

3. Term

The term of this Contract shall commence as of the date noted above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 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

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 three (3) years after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

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

8. **Insurance**

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

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

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

- 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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. 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 Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

- Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.
9. Indemnification
- The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.
10. No Personal Liability
- Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 (as calculated per the IFB), 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 (as calculated per the IFB), 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 and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or 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 Agreement and during all hours of work under this Agreement. 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 Agreement. Under such circumstances, the Contractor shall

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 Agreement.

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. CORI/SORI Requirements

To the fullest extent permitted by law, the Town shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Contractor or for a subcontractor of the Contractor, or any person who will perform services under this Contract and who may have direct and unmonitored contact with children. Notwithstanding any other provision of this Contract, the Town may refuse to allow any such officer, employee, or other person to perform services under this Contract if the Town, in its sole discretion, determines that such officer, employee, or other person is not suitable for work under this Contract based upon the results of such CORI or SORI. The Town shall keep such information in a confidential file.

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

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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: William D. Chenard
 Deputy Town Administrator - Operations
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Ambient Temperature Corporation
 14 Graf Road
 Newburyport, MA 01950.

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
Contract for
HVAC Services in the Town of Natick

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 Agreement, 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 Agreement, 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.

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 agreement, 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. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

- s. 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.
- t. 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.
- u. 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.
- v. This Contract is executed in triplicate as a sealed instrument.

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

Michael J. Hickey, Jr., Chairman

Susan G. Salamoff, Vice Chairman

Jonathan H. Freedman, Clerk

Karen Adelman-Foster

Richard P. Jennett, Jr.

The Natick Public Schools

by:

Dr. Anna P. Nolin
Superintendent of Schools

Dated: _____

Ambient Temperature Corporation

by:

Signature

Printed Name

Printed Title

Dated: _____

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

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: _____

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

Karis L. North, Esq.

Dated: _____

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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.)



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 043542600

[Request certificate](#)

[New search](#)

Summary for: **AMBIENT TEMPERATURE CORP.**

The exact name of the Domestic Profit Corporation: AMBIENT TEMPERATURE CORP.		
Entity type: Domestic Profit Corporation		
Identification Number: 043542600		Old ID Number: 000000000
Date of Organization in Massachusetts: 12-27-2000		
Last date certain:		
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31
The location of the Principal Office:		
Address: 14 GRAF ROAD		
City or town, State, Zip code, NEWBURYPORT, MA 01950 USA		
Country:		
The name and address of the Registered Agent:		
Name: RUSSELL H. STILES		
Address: 14 GRAF RD		
City or town, State, Zip code, NEWBURYPORT, MA 01950 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	RUSSELL STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA
TREASURER	RUSSELL STILES	274 MIDDLE ST WEST NEWBURY, MA 01985 USA
SECRETARY	DANIELLE K. HARTLEY	39 UPTACK RD GROVELAND, MA 01834 USA
ASSISTANT SECRETARY	EUGENE J. PERRY	11 RIVER STREET MIDDLETON, MA 01949 USA
VICE PRESIDENT	GORDON R HALL	11 UPTON AVENUE NORTH READING, MA 01864 USA
VICE PRESIDENT	DANIEL J SIMARD	61 BRADFORD ROAD TEWKSBURY, MA 01876 USA
DIRECTOR	AMY E. STILES	274 MIDDLE ST., WEST NEWBURY, MA

		01985 USA
DIRECTOR	RUSSELL STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA

Business entity stock is publicly traded: ☐

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	200,000	\$ 0.00	100

☐ Consent

☐ Confidential Data

☐ Merger Allowed

☐ Manufacturing

View filings for this business entity:

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment
Articles of Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: AMBIENT TEMPERATURE CORP.

2. Current registered office address:

Name:

RUSSELL H. STILES

No. and Street:

14 GRAF RD

City or Town:

NEWBURYPORT

State: MA

Zip: 01950

Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RUSSELL STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA
TREASURER	RUSSELL STILES	274 MIDDLE ST WEST NEWBURY, MA 01985 USA
SECRETARY	DANIELLE K. HARTLEY	39 UPTACK RD GROVELAND, MA 01834 USA
ASSISTANT SECRETARY	EUGENE J. PERRY	11 RIVER STREET MIDDLETON, MA 01949 USA
VICE PRESIDENT	GORDON R HALL	11 UPTON AVENUE NORTH READING, MA 01864 USA
VICE PRESIDENT	DANIEL J SIMARD	61 BRADFORD ROAD TEWKSBURY, MA 01876 USA
DIRECTOR	AMY E. STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA
DIRECTOR	RUSSELL STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA

Fiscal year end:
December

Type of business in which the corporation intends to engage:

MECHANICAL/PLUMBING CONTRACTOR

Principal office address:

No. and Street:
City or Town:

14 GRAF ROAD
NEWBURYPORT

State: MA

Zip: 01950

Country: USA

___ g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 14 GRAF ROAD State: MA Zip: 01950 Country: USA
City or Town: NEWBURYPORT

which is

X its principal office

an office of its secretary/assistant secretary

an office of its transfer agent

its registered office

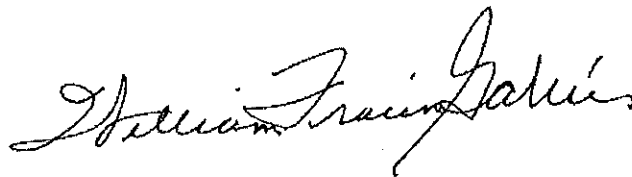
Signed by RUSSELL STILES, its PRESIDENT
on this 8 Day of April, 2019

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

April 08, 2019 03:12 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 043542600

1. Exact name of the corporation: AMBIENT TEMPERATURE CORP.

2. Jurisdiction of Incorporation: State: MA Country:

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

Name: RUSSELL H. STILES
No. and Street: 14 GRAF RD
City or Town: NEWBURYPORT State: MA Zip: 01950 Country: USA

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

No. and Street: 14 GRAF ROAD
City or Town: NEWBURYPORT State: MA Zip: 01950 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RUSSELL STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA
TREASURER	RUSSELL STILES	274 MIDDLE ST WEST NEWBURY, MA 01985 USA
SECRETARY	DANIELLE K. HARTLEY	39 UPTACK RD GROVELAND, MA 01834 USA
ASSISTANT SECRETARY	EUGENE J. PERRY	11 RIVER STREET MIDDLETON, MA 01949 USA
VICE PRESIDENT	GORDON R HALL	11 UPTON AVENUE NORTH READING, MA 01864 USA
DIRECTOR	AMY E. STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA
DIRECTOR	RUSSELL STILES	274 MIDDLE ST., WEST NEWBURY, MA 01985 USA

7. Briefly describe the business of the corporation:

MECHANICAL/PLUMBING CONTRACTOR

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	100

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2018

Signed by DANIELLE K HARTLEY, its OTHER OFFICER
on this 29 Day of January, 2019

**APPENDIX 1
TOWN OF NATICK
BID FORM**

The undersigned hereby submits a sealed bid for services related to HVAC services in the Town of Natick.

Printed Name of Bidder:

Ambient Temperature Corporation

Address: 14 Graf Road

Newburyport, MA 01950

1. Bidder's hourly rate for non-emergency HVAC services times 250 estimated hours of non-emergency HVAC services per year in the Town of Natick) **\$35,000.00**

2. Bidder's hourly rate for emergency HVAC services times 250 estimated hours of emergency HVAC services per year in the Town of Natick. **\$42,500.00**

TOTAL SUM OF 1 + 2 (FOR YEARLY BID COMPARISON PURPOSES)
\$ 77,500.00

NOTE THAT THIS SUM WILL NOT BE THE TOTAL TO WHICH THE SUCCESSFUL BIDDER SHALL BE ENTITLED. IN OTHER WORDS, ONLY THE RATES SHALL BE CONTRACTED. THE SUCCESSFUL BIDDER, IN ANY CONTRACT WITH THE TOWN, SHALL ONLY BE PAID FOR TOTAL HOURS ACTUALLY WORKED. NO QUANTITY OF HOURS IS GUARANTEED. IT IS ONLY AN ESTIMATE.

Bidder acknowledges receipt of addenda nos. 1

Bidder certifies as follows:

- A. 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.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (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 the Contract.)
- C. 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.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it is an established business with a minimum of five (5) years' experience in providing the type of services represented in this IFB. Bidder's verifiable experience record shall be acceptable to the Town. (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 it.
- F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town.
- G. Bidder has adequate personnel and equipment to perform the work expeditiously.
- H. 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.

I. 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.)

J. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.

K. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.

L. 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.

M. 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.

The undersigned 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 following sum for comparative purposes:

1. Bidder's hourly rate for non-emergency HVAC services times 250 estimated hours of non-emergency HVAC services per year in the Town of Natick), plus.

2. Bidder's hourly rate for emergency HVAC services times 250 estimated hours of emergency HVAC services per year in the Town of Natick.

Any potential second or third year of the contract shall be awarded, if at all, upon the hourly rates quoted herein. No escalator shall be permitted.

While award is made upon historical averages, the Successful Bidder shall only be paid for hours actually worked.

Pursuant to this IFB, the Successful Bidder shall provide all labor and materials necessary to provide HVAC services to the Town of Natick. Any contract awarded pursuant to this IFB shall be for one (1)-year, with two (1)-year, individually exercisable options (at the sole discretion of the Town.

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

Russell H. Stiles, President

Printed Title

12/16/19

Date

If a Corporation:

Full Legal Name

Ambient Temperature Corporation

Officers of Corporation and Addresses

Russell H. Stiles, President

State of Incorporation Massachusetts

Principal Place of Business _____

14 Graf Road

Newburyport, MA 01950

Telephone Number 978-646-0660

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

14 Graf Road

Newburyport, MA 01950

Telephone Number 978-646-0660

Full Legal Name of Surety Company

United Casualty and Surety Insurance Company

Principal Place of Business of Surety Company

1250 Hancock Street, Boston, MA 02169

Telephone Number 617-471-1112

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

1250 Hancock Street, Boston, MA 02169

Telephone Number 617-471-1112

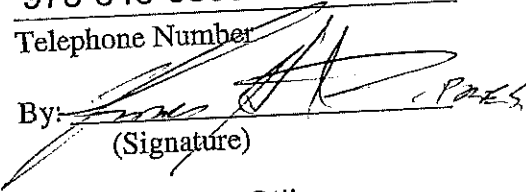
Appendix 2
CERTIFICATE OF NON-COLLUSION

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.

Ambient Temperature Corporation
Name of Bidder

Address of Bidder
14 Graf Road
Newburyport, MA 01950

978-646-0660
Telephone Number

By: 
(Signature)

Russell H. Stiles
Printed Name

President
Printed Title

12/16/19
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.

Ambient Temperature Corporation

Name of Bidder

Address of Bidder

14 Graf Road
Newburyport, MA 01950

978-646-0660

Telephone Number

By: 

(Signature)

Russell H. Stiles

Printed Name

President

Printed Title

12-16-19

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.

Ambient Temperature Corporation

Name of Bidder

Address of Bidder

14 Graf Road

Newburyport, MA 01950

978-646-0660

Telephone Number

By: 

(Signature)

Russell H. Stiles

Printed Name

President

Printed Title

12/16/19

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, Danielle Hartley, certify that I am the Clerk of the Corporation named as Bidder in the attached Bid Form; that Russell H. Stiles, 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)

Ambient Temperature Corporation
Name of Bidder

Address of Bidder
14 Graf Road
Newburyport, MA 01950

978-646-0660
Telephone Number

By: 

(Signature)

Danielle Hartley
Printed Name

Clerk
Printed Title

12/16/19
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.

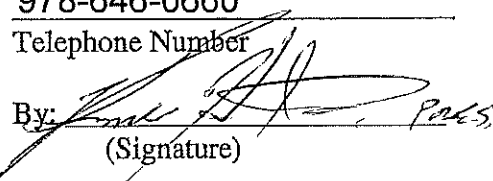
Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

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.

Ambient Temperature Corporation
Name of Bidder

Address of Bidder
14 Graf Road
Newburyport, MA 01950

978-646-0660
Telephone Number

By: 
(Signature)

Russell H. Stiles
Printed Name

President
Printed Title

12/16/19
Date

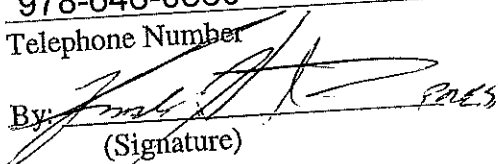
Appendix 7

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).

Ambient Temperature Corporation
Name of Bidder

Address of Bidder
14 Graf Road
Newburyport, MA 01950

978-646-0660
Telephone Number

By: 
(Signature)

Russell H. Stiles
Printed Name

President
Printed Title

12/16/19
Date

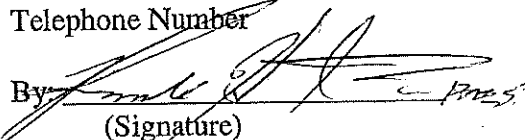
Appendix 8
CERTIFICATE OF NON-DEBARMENT

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.

Ambient Temperature Corporation
Name of Bidder

Address of Bidder
14 Graf Road
Newburyport, MA 01950

978-646-0660
Telephone Number

By 
(Signature)

Russell H. Stiles
Printed Name

President
Printed Title

12/16/19
Date



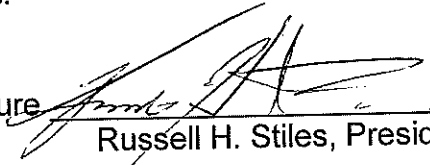
AMBIENT TEMPERATURE CORPORATION

PERFORMANCE STATEMENT

The undersigned hereby certifies that Ambient Temperature Corporation has never defaulted on a contract or had a contract terminated for nonperformance.

Ambient Temperature Corporation does not have any citations and / or violations issued by any regulatory agency and / or judgements from a court of law.

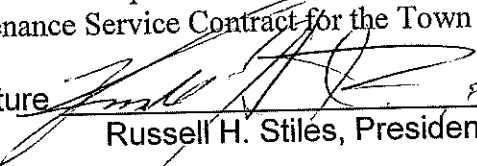
Ambient Temperature Corporation has never received penalties or liquidated damages on any projects.

Signature  9/26/19
Russell H. Stiles, President

DATE: December 16, 2019

FINANCIAL STATEMENT

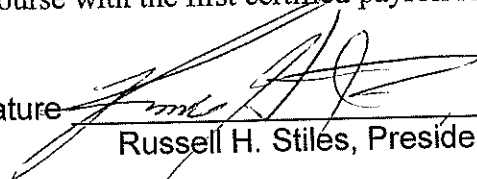
Financial Statements (Income Statements and Balance Sheets) will be provided if Ambient Temperature Corporation is deemed lowest responsible bidder for the HVAC Repair and Maintenance Service Contract for the Town of Natick.

Signature  9/26/19
Russell H. Stiles, President

DATE: December 16, 2019

LABOR and HARMONY, OSHA STATEMENT

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the worksite. Also, all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the OSHA that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Signature  9/26/19
Russell H. Stiles, President

DATE: December 16, 2019



AMBIENT TEMPERATURE CORPORATION

WHO WE ARE

Ambient Temperature Corporation (ATCO), headquartered in Newburyport, Mass., is a mechanical service contracting company that serves the commercial, industrial and institutional markets within Eastern Massachusetts, New Hampshire and Southern Maine. We install and maintain safe and reliable indoor environmental systems within office and industrial buildings, government facilities, schools and health care facilities.

Founded in 1985, ATCO's services include the installation and maintenance of heating, ventilation, air conditioning, refrigeration, process piping and plumbing for both design-build and plan & spec projects.

Our current employee base includes approximately twelve managers/office staff, thirteen service technicians and eleven pipefitters/plumbers. We have a fleet of more than twenty-five vehicles and all of the tools and equipment needed to properly and professionally perform our trade.

We offer 24-hour emergency repair every day of the year, and periodic maintenance contracts to fit your needs and budget.

At Ambient Temperature Corporation, you'll find versatility, reliability and service that you can depend on.

OUR SERVICES

Maintenance

ATCO offers periodic maintenance and inspection for your HVAC and plumbing systems, including gas and oil-fired steam and hydronic equipment, chilled water and refrigerant-style air conditioning and cooling systems, heat pump and resistance-type heaters, heat recovery systems, all types of air-handling equipment and plumbing systems.

24-Hour Service

You can count on our service and repair technicians to respond immediately to your HVAC and plumbing emergencies regardless of the day or time.

Full-Service Contracts

Consider it an insurance policy. Our full-service contracts offer company owners and facilities managers a lump-sum cost that covers all HVAC equipment. This approach removes the guess work from budget projections and provides peace of mind throughout the service period.

Periodic Maintenance

The old adage an "ounce of prevention is worth a pound of cure" surely applies here. Our periodic maintenance contracts prolong the efficiency and longevity of your HVAC equipment specific maintenance inspections tailored to meet your budget and infrastructure needs.



Commonwealth of Massachusetts
Division of Professional Licensure
Board of Building Regulations and Standards
Construction Supervisor

CS-101820

Expires: 08/05/2020

RUSSELL H STILES
274 MIDDLE ST
WEST NEWBURY, MA 01985



Commissioner

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

SHEET METAL WORKERS

ISSUES THE FOLLOWING LICENSE

MASTER-UNRESTRICTED

RUSSELL H STILES
AMBIENT TEMPERATURE CORP
14 GRAF ROAD
NEWBURYPORT, MA 01950

3667

08/28/2020

522808

LICENSE NUMBER

EXPIRATION DATE

SERIAL NUMBER

LICENSEE SIGNATURE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

SHEET METAL WORKERS

ISSUES THE FOLLOWING LICENSE

BUSINESS

RUSSELL H STILES
AMBIENT TEMPERATURE CORP
11 RIVER STREET
SUITE 3
MIDDLETON, MA 01949

553

11/19/2020

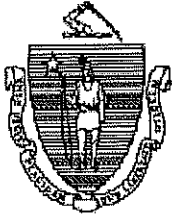
578525

LICENSE NUMBER

EXPIRATION DATE

SERIAL NUMBER

LICENSEE SIGNATURE



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



170145793

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

AMBIENT TEMPERATURE CORP
14 GRAF ROAD
NEWBURYPORT, MA 01950

EAN: 83374510
December 12, 2019

Certificate Id:33360

The Department of Unemployment Assistance certifies that as of 12/12/2019 ,AMBIENT TEMPERATURE CORP is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



'SURETY BONDS'

United Casualty and Surety Insurance Company
333 Newbury Street, 2nd Floor, Boston, MA 02115

December 16, 2019

Town of Natick
13 East Central Street
Natick, MA 01760

RE: Ambient Temperature Corporation, 14 Graf Road, Newburyport, MA 01950
Project: HVAC Service for Town Facilities – Various - \$100,000

To Whom It May Concern;

Ambient Temperature Corporation is a highly regarded and valued client of Surety Bond Professionals, Inc. and United Casualty and Surety Insurance Company. Surety Bond Professionals, Inc. and United Casualty and Surety Insurance Company are both very impressed with Ambient Temperature Corporation experience and professionalism. Throughout their relationship, United Casualty and Surety Insurance Company has provided all of the surety bonds that Ambient Temperature Corporation clients have requested.

With respect to Ambient Temperature Corporation bonding needs, please be advised that United Casualty and Surety Insurance Company is willing to support individual projects with contract values approaching \$5,000,000 and corresponding backlogs approaching \$15,000,000.

Upon award of subject project, we are prepared to provide 100% performance and payment bonds on behalf of Ambient Temperature Corporation. We assume no liability to you or to third parties by issuance of this letter.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds will be subject to a favorable underwriting review of project specifics, including contract terms, conditions, bond forms and verification of complete project financing by both Ambient Temperature Corporation and United Casualty and Surety Insurance Company at the time a bond request is made by Ambient Temperature Corporation to its Surety.

Surety Bond Professionals, Inc. and United Casualty and Surety Insurance Company strongly recommend Ambient Temperature Corporation to you. Please feel free to contact this office at 781-559-0568 should you have any questions regarding the bonding capacity or technical ability of Ambient Temperature Corporation.

Sincerely,

A handwritten signature in cursive script that reads 'Mark D. Leskanic'.

Mark D. Leskanic
Attorney-in-Fact



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Mark D. Leskanic, Matthew Leskanic, Greg Angel

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

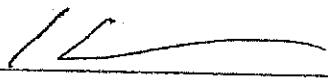
Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of August, 2019.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

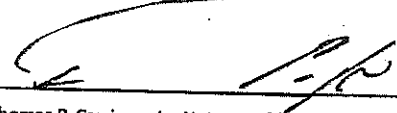

 Joel R. Chachkes, Treasurer

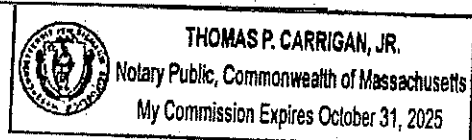
Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 1st day of August, 2019, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

 (Seal)
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025

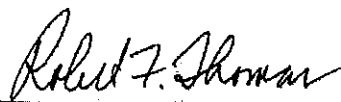


I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 16th day of December, 2019.

Corporate Seals




 Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2019

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

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

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

CONTACT NAME:
PHONE (A/C, No, Ext): 888 850-9400 FAX (A/C, No): 866-795-8016
E-MAIL ADDRESS:

AMBIETEMPE

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: Firemen's Ins. Co. of Washington, DC	21784
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ambient Temperature Corp.
Stiles Crane Service LLC
14 Henry Graf Jr. Road
Newburyport MA 01950

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER: 1243564518

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0262414	1/2/2019	1/2/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/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		MAA0324735	1/2/2019	1/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUA0262416	1/2/2019	1/2/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WPA5081139	1/2/2019	1/2/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Equipment Floater Installation Fltr Commercial Property		CPA0262414	1/2/2019	1/2/2020	Leased/Rented Job Site See Remarks \$50,000 \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: HVAC Services for Town Facilities
Town of Natick is included as additional insured as respects the general liability if required by written contract for work performed by the named insured.

CANCELLATION

CERTIFICATE HOLDER

Town of Natick
13 East Central Street
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



AMBIENT TEMPERATURE CORPORATION

HVAC Maintenance References

Axcelis Technologies
108 Cherry Hill Drive
Beverly, MA 01915

Gary Tyacke
P: 978-787-9898
gary.tyacke@axcelis.com

HVAC Service, Maintenance and Installation - 2001 to Present

Department of Conservation & Recreation
251 Causeway Street
7th Floor
Boston, MA 02114

Carmine Sodano
P: 617-784-0022
carmine.sodano@state.ma.us

HVAC Service, Maintenance and Installation – 2012 to Present

UMass Lowell
600 Suffolk Street
Lowell, MA 01854

Randy Branson
P: 645-934-3017
randolph_branson@uml.edu

HVAC Service, Maintenance and Installation – 2008 to Present

Town of Danvers
1 Sylvan Street
Danvers, MA

Leif Rochna
P: 978-777-0001
lrochna@mail.danvers-ma.org

HVAC Service, Maintenance and Installation – 2015 to Present

City of Lawrence
200 Common Street
Lawrence, MA

Gary Glenn
P: 978-857-3159
ggary@cityoflawrence.com

HVAC Service, Maintenance and Installation – 2014 to Present

Town of Harvard
39 Mass Ave
Harvard, MA 01451

Mark Force
P: 978-456-2336
mforce@psharvard.org

HVAC Service, Maintenance and Installation for School Dept – 2015 to Present

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond #: UCSX333X1175

KNOW ALL MEN BY THESE PRESENTS, that we AMBIENT TEMPERATURE CORPORATION 14 Graf

Rd. Newburyport, MA 01950

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and United Casualty And Surety Insurance Company Boston, MA 02115

a corporation duly organized under the laws of the State of NE as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Natick 13 East Central Street, Natick, MA 01760

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of 5.00% Attached Bid

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
HVAC Service for Town Facilities - Various

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 16th day of December, 2019

[Signature]
(Witness)

AMBIENT TEMPERATURE CORPORATION
(Principal) (Seal)

[Signature]
Russell H. Stiles, President

United Casualty And Surety Insurance Company
(Surety) (Seal)

[Signature]
Mark D. Leskanic, ATTORNEY-IN-FACT

[Signature]
(Witness)

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Mark D. Leskanic, Matthew Leskanic, Greg Angel

Its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of August, 2019.

UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company



Joel R. Chachkes, Treasurer

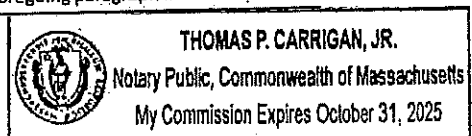
Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 1st day of August, 2019, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

(Seal)
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 16th day of

December, 2019.

Corporate Seals



Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM



Bryan Leblanc <bleblanc@natickma.org>

ADDENDUM NO. 1 - HVAC SERVICES - PLEASE ACKNOWLEDGE RECEIPT!!!

1 message

Bryan Leblanc <bleblanc@natickma.org>

Wed, Dec 11, 2019 at 1:10 PM

To: Kim Jones <primevendor123@gmail.com>, Samantha Robillard <srobillard@grotsky.com>, Industrial Burner Systems <mail@indburner.com>, addenda <addenda@projectdog.com>, Justin Felisco <justin.felisco@constructconnect.com>, Jim Scesny <Jim@ntmechanical.com>, Matt McCabe <mattmccabe@tradesmenofne.com>, Dan Bandanza <dbandanza@aalanco.com>, emilyr@mechanicalaircontrols.com, Garrett Mercer <mercertechnologiesfirm@gmail.com>, John Helliwell <john@mpcservicesinc.com>, Office <office@netorg3372766.onmicrosoft.com>
Cc: "Bill Chenard," <chenard@natickma.org>, John Gadson <jgadson@natickma.org>, Bryan Leblanc <bleblanc@natickma.org>, Kevin Coxall <kcoxall@natickma.org>

Good afternoon.

Please find attached addendum no. 1. **Please reply to confirm receipt.** You will also need to acknowledge this ADDENDUM No. 1 **in your bid form.** FAILURE TO ACKNOWLEDGE ADDENDA IN YOUR BID FORM MAY CAUSE DISQUALIFICATION OF YOUR BID!

Thank you for your attention.

Very truly yours,

Bryan Le Blanc

--

--

Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

**Addendum 1 HVAC 120919.pdf**

80K

Town of Natick, Massachusetts

IFB: HVAC

ADDENDUM NO. 1

TO: Prospective Bidders

PROJECT: IFB: HVAC Services

FROM: Bryan R. Le Blanc
Procurement Officer
Natick Public Works
75 West Street
Natick, MA 01760
(508)- 647-6438

DATE: December 11, 2019

Please also acknowledge via return correspondence upon receipt.

This addendum consists of two (2) pages, including this one.

This addendum shall be acknowledged as indicated on the bid form, which is included with the IFB, and which shall be submitted to the Town. Failure to acknowledge Addendum No. 1 in the bid form may result in rejection of your firm's bid.

The Town responds to the questions posed by planholders as follows:

1. *How many PM services are expected?*

PM services will be requested on an as needed basis in support of and to supplement current staff and maintenance efforts.

2. *I understand that the number of hours are on a historical basis, does this include hours for a periodical preventative services on equipment designated?*

The hours are an estimate of the number of hours that may be requested by Facilities Management to support the current staff and maintenance efforts and/or for service and emergency call requests. The estimated number of hours do not reflect the total number of hours for maintaining all of the Town and School equipment.

3. *Harry Grodsky would need a list of equipment and locations of such to enter into our system to allow the dispatch of personnel, especially for after-hours emergencies. Is this possible?*

That information is not ready available, but the Successful Bidder will be provided access as appropriate to the information needed to support the maintenance efforts and provide requested services.

4. *Concerning the non-exclusive clause; since this IFB is with the Department of Facilities Management, the assumption is that it would include all work needed by the Department.*

The Town anticipates using the Successful Bidder to perform on-call/as needed/emergency HVAC Services. However, the Town will not guarantee any exclusivity in this procurement. The Town reserves the right to procure separately services of another HVAC services provider, should such services be necessary (i.e., if there is a specialized project, if there is excess work, etc.

5. *Lastly, what is the approval process to preclude multiple visits for the same process?*

The Successful Bidder will work directly with Facilities Manager for daily operations. However, major repairs, projects, and expenditures will require additional approvals, including that of the Director of Facilities Management.

No change has been made to the due date/time for receipt of bids.

END OF ADDENDUM NO. 1.

Town of Natick
Natick, Massachusetts

INVITATION FOR BIDS

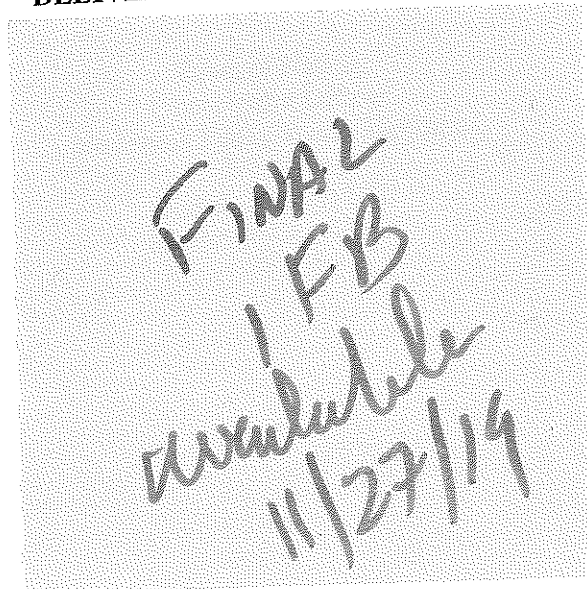
FOR

HVAC SERVICES

BIDS DUE:

December 16, 2019, 11:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:



**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 HVAC services 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, by contacting bleblanc@natickma.org 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 November 27, 2019. Sealed Bids will be received until **11:00 A.M. local time, December 16, 2019**, at Natick Public Works Building, 75 West Street, Natick, MA 01760, at which time and place all bids will be publicly opened and read. If the Procurement Office within DPW is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. on the next business day that the Procurement Office is open. 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 is subject to appropriation and vote of 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 HVAC services.

Copies of this IFB may be obtained from the Procurement Office, c/o Natick Public Works Building, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org 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 November 27, 2019.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Procurement Office by email to bleblanc@natickma.org by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on December 9, 2019. 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 HVAC Services in the Town of Natick" shall be received by 11:00 A.M. local time, December 16, 2019, 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. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 A.M. on the next business day that the Procurement Office is open.

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, which shall be calculated by multiplying the hourly rate times the historical number of hours (250), as indicated in Section 3, below.

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 HVAC SERVICES 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 tradespeople 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 formal 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 email to bleblanc@natickma.org by the close of business (4:00 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on December 9, 2019. 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. Scope of Work – As Provided by Natick Facilities Department.

The Department of Facilities Management (for the Town of Natick and Natick Public Schools (NPS)), hereinafter "the Town," is seeking the services of a qualified firm, entity, or individual to perform HVAC maintenance services, corrective services, and emergency services for current and to provide project installation of new miscellaneous air-conditioning, refrigeration, heating and ventilation systems, domestic hot water control systems, and related HVAC equipment and associate controls for the facilities of the Town of Natick and Natick Public Schools. HVAC services may be required at all facilities as requested by the Department of Facilities Management. Any contract awarded pursuant to this IFB shall be for one (1)-year, with two (1)-year, individually exercisable options (at the sole discretion of the Town.)

Typical services performed under any contract awarded pursuant to this IFB shall include, but shall not necessarily be limited to, new installation, scheduled repair services, and general maintenance. Additional services performed shall include, but shall not necessarily be limited to, emergency service calls for repairs on an as needed basis. Services shall include, but shall not necessarily be limited to, all work efforts necessary to complete a project including equipment, labor, materials, and lifts to repair or replace HVAC issues at any and all locations, to original design specifications or conditions acceptable to the Town. The price of any/all parts shall be quoted upon an "as needed basis." The Town reserves the right to procure any necessary

parts, either from the Successful Bidder or from a competitive procurement process, under any applicable procurement laws, depending upon the initial quote/estimate provided by the Successful Bidder, and as reviewed for accuracy by the Town.

The Successful Bidder, in any contract awarded pursuant to this IFB, will perform all required administration, management and quality assurance to ensure proper execution of maintenance and repair projects. All work performed shall be coordinated with the Facilities Management personnel as applicable to the location of the work. This IFB and the specifications that follow are being offered to qualify and select a contractor to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including, but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects specifically for the Department of Facilities Management facilities, and possibly throughout the Town. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work under any contract awarded pursuant to this IFB. These specifications will serve as the source documents for services for the term of any contract awarded pursuant to this IFB. The services intended to be provided under any contract awarded pursuant to this IFB are based upon future needs of the Town, and are pending allocation of funds and approval of award by Town. The Town reserves the right to authorize/order services and/or materials as may be required during the term of any contract awarded pursuant to this IFB and, also, reserves the right to not authorize/order any services and/or materials. These services are to be performed principally for the Department of Facilities Management, however additional services may be requested by other Departments within the Town. The Town reserves the right to procure the services of additional HVAC vendors during the term of any contract awarded pursuant to this IFB. By submission of a Bid, each Bidder agrees that any contract awarded pursuant to this IFB is not exclusive in scope.

a) For non-emergency work, the Successful Bidder shall physically report to the work site within forty-eight (48) hours of written notification from the Town's Department of Facilities Management, hereinafter Project Manager (PM), to complete a written quotation based on the contract pricing of the work to be performed. The PM shall review the written quotation of work to be performed (which shall be based upon an estimate of hours times the hourly rate bid by the Successful Bidder in this IFB) and shall determine that the work specified aligns with the work that is needed to be completed. It shall also provide a quote of any/all material to be needed for the successful completion of the required work. Once again, the Town reserves the right to comply with all procurement requirements applicable to the purchase of material needed. Written quotations may be e-mailed to the PM.

b) For emergency work, the Successful Bidder shall physically report to the work site within four (4) hours of verbal notification from the Town's PM to complete any necessary emergency repair work needed to secure/alleviate emergency. All materials and sources of supply incorporated in the work must be approved by the PM for use on each job. Once again, the Town reserves the right to comply with all procurement requirements applicable to the purchase of material needed.

The Successful Bidder will provide the PM with a quote if additional work should be completed after the emergency service call is completed. Included in the quote shall be estimated labor,

equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM. Once again, the Town reserves the right to comply with all procurement requirements applicable to the purchase of material needed.

c) If the Successful Bidder foresees that it is going to exceed the original estimate in the quotation, it must notify the PM for approval prior to proceeding with any additional work. The Town shall not pay for additional work that the Successful Bidder performs without the Town's approval.

d) Due to certain locations within the Town, employees must have the ability to pass a background check and work unsupervised. See Section 14, below.

Each Bidder shall assume two hundred fifty (250) non-emergency hours and two hundred fifty (250) emergency hours for bid comparison purposes. Neither quantity, however, is guaranteed.

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 meet the requirements of this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass Criminal Offender Record Information 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 Successful Bidder with the Town and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town, 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 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.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (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 the Contract.)
- C. 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.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it is an established business with a minimum of five (5) years' experience in providing the type of services represented by this IFB. Bidder's verifiable experience record shall be acceptable to the Town. (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 it.
- F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town.
- G. Bidder has adequate personnel and equipment to perform the work expeditiously.
- H. 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.
- I. 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.)
- J. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.

K. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.

L. 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.

M. 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.

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 HVAC Services in the Town of Natick" shall be received by 11:00 A.M. local time, December 16, 2019, 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.

The undersigned 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 following sum for comparative purposes:

1. Bidder's hourly rate for non-emergency HVAC services times 250 estimated hours of non-emergency HVAC services per year in the Town of Natick), plus
2. Bidder's hourly rate for emergency HVAC services times 250 estimated hours of emergency HVAC services per year in the Town of Natick.

Any potential second or third year of any contract shall be awarded, if at all, upon the hourly rates quoted herein. No escalator shall be permitted.

While award is made upon historical averages, the Successful Bidder shall only be paid for hours actually worked.

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-eligible 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 (the bidder's hourly rate x 250 hours), 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 (the bidder's hourly rate x 250 hours) , 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 Successful Bidder 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 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 and/or Mood Altering Substances Prohibited

The use of alcoholic beverages, narcotics, and controlled and/or 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. CORI/SORI Requirements

Pursuant to M.G.L. c. 7, §38R, the Town shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Successful Bidder or for a subcontractor of the Successful Bidder, or any person who will perform services and who may have direct and unmonitored contact with children. Notwithstanding any other provision, the Town may refuse to allow any such officer, employee, or other person to perform services if the Town, in its sole discretion, determines that such officer, employee, or other person is not suitable for work based upon the results of such CORI or SORI. The Town shall keep such information in a confidential file.

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**

The undersigned hereby submits a sealed bid for services related to HVAC services in the Town of Natick.

Printed Name of Bidder:

Address:

1. Bidder's hourly rate for non-emergency HVAC services times 250 estimated hours of non-emergency HVAC services per year in the Town of Natick)

2. Bidder's hourly rate for emergency HVAC services times 250 estimated hours of emergency HVAC services per year in the Town of Natick.

TOTAL SUM OF 1 + 2 (FOR YEARLY BID COMPARISON PURPOSES)
\$ _____

NOTE THAT THIS SUM WILL NOT BE THE TOTAL TO WHICH THE SUCCESSFUL BIDDER SHALL BE ENTITLED. IN OTHER WORDS, ONLY THE RATES SHALL BE CONTRACTED. THE SUCCESSFUL BIDDER, IN ANY CONTRACT WITH THE TOWN, SHALL ONLY BE PAID FOR TOTAL HOURS ACTUALLY WORKED. NO QUANTITY OF HOURS IS GUARANTEED. IT IS ONLY AN ESTIMATE.

Bidder acknowledges receipt of addenda nos. _____

Bidder certifies as follows:

- A. 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.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (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 the Contract.)
- C. 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.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the Town. Each Bidder shall demonstrate that it is an established business with a minimum of five (5) years' experience in providing the type of services represented in this IFB. Bidder's verifiable experience record shall be acceptable to the Town. (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 it.
- F. Bidder provides supervision of all workers performing under all contracts held and pledges to provide such supervision under any contract awarded by the Town.
- G. Bidder has adequate personnel and equipment to perform the work expeditiously.
- H. 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.

I. 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.)

J. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.

K. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.

L. 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.

M. 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.

The undersigned 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 following sum for comparative purposes:

1. Bidder's hourly rate for non-emergency HVAC services times 250 estimated hours of non-emergency HVAC services per year in the Town of Natick), plus.

2. Bidder's hourly rate for emergency HVAC services times 250 estimated hours of emergency HVAC services per year in the Town of Natick.

Any potential second or third year of the contract shall be awarded, if at all, upon the hourly rates quoted herein. No escalator shall be permitted.

While award is made upon historical averages, the Successful Bidder shall only be paid for hours actually worked.

Pursuant to this IFB, the Successful Bidder shall provide all labor and materials necessary to provide HVAC services to the Town of Natick. Any contract awarded pursuant to this IFB shall be for one (1)-year, with two (1)-year, individually exercisable options (at the sole discretion of the Town.

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

KARYNE 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, Massachusetts
Contract Number:
Description of Work: Invitation for Bids: On-Call HVAC Services
City/Town: NATICK
Job Location: Various locations, 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

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification**Construction**

(2 AXLE) DRIVER - EQUIPMENT
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37

(3 AXLE) DRIVER - EQUIPMENT
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44

(4 & 5 AXLE) DRIVER - EQUIPMENT
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83

ADS/SUBMERSIBLE PILOT
PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

AIR TRACK OPERATOR
LABORERS - ZONE 2

06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90

For apprentice rates see "Apprentice- LABORER"

ASBESTOS REMOVER - PIPE / MECH. EQUIPT.
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)

06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

ASPHALT RAKER
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification	Effective Date	Base Wage	Health	Pension	Unemployment	
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Apprentice - BOILERMAKER - Local 29
Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY
WATERPROOFING)
BRICKLAYERS LOCAL 3 (LOWELL)

08/01/2019	\$52.26	\$10.75	\$20.70	\$0.00	\$83.71
02/01/2020	\$52.86	\$10.75	\$20.70	\$0.00	\$84.31
08/01/2020	\$54.21	\$10.75	\$20.85	\$0.00	\$85.81
02/01/2021	\$54.81	\$10.75	\$20.85	\$0.00	\$86.41
08/01/2021	\$56.21	\$10.75	\$21.01	\$0.00	\$87.97
02/01/2022	\$56.79	\$10.75	\$21.01	\$0.00	\$88.55

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.13	\$10.75	\$20.70	\$0.00	\$57.58
2	60	\$31.36	\$10.75	\$20.70	\$0.00	\$62.81
3	70	\$36.58	\$10.75	\$20.70	\$0.00	\$68.03
4	80	\$41.81	\$10.75	\$20.70	\$0.00	\$73.26
5	90	\$47.03	\$10.75	\$20.70	\$0.00	\$78.48

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$10.75	\$20.70	\$0.00	\$57.88
2	60	\$31.72	\$10.75	\$20.70	\$0.00	\$63.17
3	70	\$37.00	\$10.75	\$20.70	\$0.00	\$68.45
4	80	\$42.29	\$10.75	\$20.70	\$0.00	\$73.74
5	90	\$47.57	\$10.75	\$20.70	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
	06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
	12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
	06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
	12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
LABORERS - FOUNDATION AND MARINE	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

CAISSON & UNDERPINNING TOP MAN
LABORERS - FOUNDATION AND MARINE

				Unemployment	
06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CARPENTER
CARPENTERS -ZONE 2 (Eastern Massachusetts)

09/01/2019	\$41.90	\$9.40	\$18.95	\$0.00	\$70.25
03/01/2020	\$42.50	\$9.40	\$18.95	\$0.00	\$70.85
09/01/2020	\$43.15	\$9.40	\$18.95	\$0.00	\$71.50
03/01/2021	\$43.75	\$9.40	\$18.95	\$0.00	\$72.10
09/01/2021	\$44.40	\$9.40	\$18.95	\$0.00	\$72.75
03/01/2022	\$45.00	\$9.40	\$18.95	\$0.00	\$73.35
09/01/2022	\$45.65	\$9.40	\$18.95	\$0.00	\$74.00
03/01/2023	\$46.25	\$9.40	\$18.95	\$0.00	\$74.60

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Unemployment

Apprentice - CARPENTER - Zone 2 Eastern MA
Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.95	\$9.40	\$1.73	\$0.00	\$32.08
2	60	\$25.14	\$9.40	\$1.73	\$0.00	\$36.27
3	70	\$29.33	\$9.40	\$13.76	\$0.00	\$52.49
4	75	\$31.43	\$9.40	\$13.76	\$0.00	\$54.59
5	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
6	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
7	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33
8	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.25	\$9.40	\$1.73	\$0.00	\$32.38
2	60	\$25.50	\$9.40	\$1.73	\$0.00	\$36.63
3	70	\$29.75	\$9.40	\$13.76	\$0.00	\$52.91
4	75	\$31.88	\$9.40	\$13.76	\$0.00	\$55.04
5	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
6	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
7	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87
8	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$29.99/ 3&4 \$35.85/ 5&6 \$54.22/ 7&8 \$60.14
 Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME
CARPENTERS -ZONE 2 (Wood Frame)

All Aspects of New Wood Frame Work

10/01/2019 \$27.95 \$7.07 \$7.86 \$0.00 \$42.88

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
2	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
3	65	\$18.17	\$7.07	\$7.86	\$0.00	\$33.10
4	70	\$19.57	\$7.07	\$7.86	\$0.00	\$34.50
5	75	\$20.96	\$7.07	\$7.86	\$0.00	\$35.89
6	80	\$22.36	\$7.07	\$7.86	\$0.00	\$37.29
7	85	\$23.76	\$7.07	\$7.86	\$0.00	\$38.69
8	90	\$25.16	\$7.07	\$7.86	\$0.00	\$40.09

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$19.65/ 3&4 \$27.19/ 5&6 \$34.50/ 7&8 \$37.29

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2019	\$43.99	\$12.75	\$22.41	\$0.62	\$79.77
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.00	\$12.75	\$15.41	\$0.00	\$50.16
2	60	\$26.39	\$12.75	\$17.41	\$0.62	\$57.17
3	65	\$28.59	\$12.75	\$18.41	\$0.62	\$60.37
4	70	\$30.79	\$12.75	\$19.41	\$0.62	\$63.57
5	75	\$32.99	\$12.75	\$20.41	\$0.62	\$66.77
6	80	\$35.19	\$12.75	\$21.41	\$0.62	\$69.97
7	90	\$39.59	\$12.75	\$22.41	\$0.62	\$75.37

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
LABORERS - ZONE 2	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
LABORERS - ZONE 2	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
LABORERS - ZONE 2	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
LABORERS - ZONE 2	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Page 10 of 42

					Unemployment	
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- PILE DRIVER"	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

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

01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY
OPERATING ENGINEERS LOCAL 4

11/01/2019	\$44.18	\$12.00	\$15.60	\$0.00	\$71.78
05/01/2020	\$45.33	\$12.00	\$15.60	\$0.00	\$72.93
11/01/2020	\$46.33	\$12.00	\$15.60	\$0.00	\$73.93
05/01/2021	\$47.48	\$12.00	\$15.60	\$0.00	\$75.08
11/01/2021	\$48.48	\$12.00	\$15.60	\$0.00	\$76.08
05/01/2022	\$49.63	\$12.00	\$15.60	\$0.00	\$77.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification	Effective Date	Base Wage	Health	Pension	Unemployment	Total Rate
FIELD ENG. PARTY CHIEF-BLDG, SITE, HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2019	\$45.68	\$12.00	\$15.60	\$0.00	\$73.28
	05/01/2020	\$46.83	\$12.00	\$15.60	\$0.00	\$74.43
	11/01/2020	\$47.84	\$12.00	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.00	\$12.00	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.01	\$12.00	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.17	\$12.00	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG. ROD PERSON-BLDG, SITE, HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2019	\$22.57	\$12.00	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.24	\$12.00	\$15.60	\$0.00	\$50.84
	11/01/2020	\$23.83	\$12.00	\$15.60	\$0.00	\$51.43
	05/01/2021	\$24.51	\$12.00	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.11	\$12.00	\$15.60	\$0.00	\$52.71
	05/01/2022	\$25.78	\$12.00	\$15.60	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 2	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Unemployment

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
1	50	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
2	55	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
3	60	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
4	65	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
5	70	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
6	75	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
7	80	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17
8	85					

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
1	50	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
2	55	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
3	60	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
4	65	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
5	70	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
6	75	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
7	80	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85
8	85					

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86
Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR
SYSTEMS)
GLAZIERS LOCAL 35 (ZONE 2)

07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Wage Request Number: 20191120-057

Issue Date: 11/21/2019

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)
SHEETMETAL WORKERS LOCAL 17 - A

08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)
ELECTRICIANS LOCAL 103

03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
------------	---------	---------	---------	--------	---------

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)
SHEETMETAL WORKERS LOCAL 17 - A

08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

HVAC (TESTING AND BALANCING -WATER)
PIPEFITTERS LOCAL 537

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

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

HVAC MECHANIC
PIPEFITTERS LOCAL 537

09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

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

HYDRAULIC DRILLS
LABORERS - ZONE 2

06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS)
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)

09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64
------------	---------	---------	---------	--------	---------

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston
Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER

IRONWORKERS LOCAL 7 (BOSTON AREA)

03/16/2019	\$46.66	\$8.00	\$23.50	\$0.00	\$78.16
------------	---------	--------	---------	--------	---------

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.00	\$8.00	\$23.50	\$0.00	\$59.50
2	70	\$32.66	\$8.00	\$23.50	\$0.00	\$64.16
3	75	\$35.00	\$8.00	\$23.50	\$0.00	\$66.50
4	80	\$37.33	\$8.00	\$23.50	\$0.00	\$68.83
5	85	\$39.66	\$8.00	\$23.50	\$0.00	\$71.16
6	90	\$41.99	\$8.00	\$23.50	\$0.00	\$73.49

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
LABORERS - ZONE 2	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER

LABORERS - ZONE 2

	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 2

06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification		Unemployment				
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$0.00	\$75.85

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Unemployment

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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
1	50	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
2	60	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
3	70	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
4	80	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70
5	90					

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
1	50	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
2	60	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
3	70	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
4	80	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16
5	90					

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
02/01/2022	\$59.01	\$10.75	\$21.61	\$0.00	\$91.37

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)
MILLWRIGHTS LOCAL 1121 - Zone 2

04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27
------------	---------	--------	---------	--------	---------

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER
LABORERS - ZONE 2

06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SIGN, PICTORIAL & DISPLAY)
PAINTERS LOCAL 35 - ZONE 2

06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment

Apprentice - PAINTER SIGN - 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

PAINTER (SPRAY OR SANDBLAST, NEW) *

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

07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.20	\$0.00	\$0.00	\$28.98
2	55	\$22.86	\$8.20	\$5.78	\$0.00	\$36.84
3	60	\$24.94	\$8.20	\$6.30	\$0.00	\$39.44
4	65	\$27.01	\$8.20	\$6.83	\$0.00	\$42.04
5	70	\$29.09	\$8.20	\$18.30	\$0.00	\$55.59
6	75	\$31.17	\$8.20	\$18.83	\$0.00	\$58.20
7	80	\$33.25	\$8.20	\$19.35	\$0.00	\$60.80
8	90	\$37.40	\$8.20	\$20.40	\$0.00	\$66.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.93	\$8.20	\$0.00	\$0.00	\$29.13
2	55	\$23.02	\$8.20	\$5.94	\$0.00	\$37.16
3	60	\$25.12	\$8.20	\$6.48	\$0.00	\$39.80
4	65	\$27.21	\$8.20	\$7.02	\$0.00	\$42.43
5	70	\$29.30	\$8.20	\$18.51	\$0.00	\$56.01
6	75	\$31.40	\$8.20	\$19.05	\$0.00	\$58.65
7	80	\$33.49	\$8.20	\$19.59	\$0.00	\$61.28
8	90	\$37.67	\$8.20	\$20.67	\$0.00	\$66.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$39.62	\$8.20	\$21.45	\$0.00	\$69.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$39.92	\$8.20	\$22.10	\$0.00	\$70.22
	07/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$71.32
	01/01/2021	\$42.12	\$8.20	\$22.10	\$0.00	\$72.42

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Unemployment

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)
 LABORERS - ZONE 2

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *

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

07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
1	50	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
2	55	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
3	60	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
4	65	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
5	70	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
6	75	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
7	80	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74
8	90					

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
1	50	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
2	55	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
3	60	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
4	65	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
5	70	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
6	75	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
7	80	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28
8	90					

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

07/01/2019	\$38.22	\$8.20	\$21.45	\$0.00	\$67.87
01/01/2020	\$38.52	\$8.20	\$22.10	\$0.00	\$68.82
07/01/2020	\$39.62	\$8.20	\$22.10	\$0.00	\$69.92
01/01/2021	\$40.72	\$8.20	\$22.10	\$0.00	\$71.02

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Unemployment

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)

PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER

PILE DRIVER LOCAL 56 (ZONE 1)

08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
------------	---------	--------	---------	--------	---------

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.48	\$10.95	\$8.00	\$0.00	\$41.43
2	45	\$25.29	\$10.95	\$19.74	\$0.00	\$55.98
3	60	\$33.71	\$10.95	\$19.74	\$0.00	\$64.40
4	70	\$39.33	\$10.95	\$19.74	\$0.00	\$70.02
5	80	\$44.95	\$10.95	\$19.74	\$0.00	\$75.64

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:**

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	35	\$20.19	\$11.82	\$6.16	\$0.00	\$38.17
2	40	\$23.08	\$11.82	\$6.99	\$0.00	\$41.89
3	55	\$31.73	\$11.82	\$9.53	\$0.00	\$53.08
4	65	\$37.50	\$11.82	\$11.18	\$0.00	\$60.50
5	75	\$43.27	\$11.82	\$12.88	\$0.00	\$67.97

Effective Date - 03/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	35	\$20.72	\$11.82	\$6.16	\$0.00	\$38.70
2	40	\$23.68	\$11.82	\$6.99	\$0.00	\$42.49
3	55	\$32.55	\$11.82	\$9.53	\$0.00	\$53.90
4	65	\$38.47	\$11.82	\$11.18	\$0.00	\$61.47
5	75	\$44.39	\$11.82	\$12.88	\$0.00	\$69.09

Notes:
 ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
 Step4 with lic\$64.20, Step5 with lic\$71.67
 Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86

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

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Page 31 of 42

					Unemployment	
POWDERMAN & BLASTER LABORERS - ZONE 2	06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
	12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
	06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
	12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
	06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
	12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 170 - DuPoninai (Bellingham)	01/01/2019	\$23.75	\$10.56	\$2.50	\$0.00	\$36.81
	12/01/2019	\$24.00	\$10.56	\$2.50	\$0.00	\$37.06
	01/01/2020	\$24.00	\$11.01	\$2.50	\$0.00	\$37.51
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
	02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
	08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
	02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

Effective Date - 02/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
2	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
3	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
4	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
5	52	\$25.87	\$13.20	\$12.08	\$1.53	\$52.68
6	52	\$25.87	\$13.20	\$12.33	\$1.54	\$52.94
7	60	\$29.85	\$13.20	\$13.70	\$1.70	\$58.45
8	65	\$32.34	\$13.20	\$14.65	\$1.82	\$62.01
9	75	\$37.31	\$13.20	\$16.56	\$2.01	\$69.08
10	85	\$42.29	\$13.20	\$17.96	\$2.20	\$75.65

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
	01/01/2020	\$60.07	\$9.68	\$19.80	\$0.00	\$89.55
	03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
	10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
	03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment

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

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$11.15	\$0.00	\$41.79
2	40	\$24.19	\$9.47	\$11.80	\$0.00	\$45.46
3	45	\$27.22	\$9.47	\$12.45	\$0.00	\$49.14
4	50	\$30.24	\$9.47	\$13.10	\$0.00	\$52.81
5	55	\$33.26	\$9.47	\$13.75	\$0.00	\$56.48
6	60	\$36.29	\$9.47	\$14.40	\$0.00	\$60.16
7	65	\$39.31	\$9.47	\$15.05	\$0.00	\$63.83
8	70	\$42.34	\$9.47	\$15.70	\$0.00	\$67.51
9	75	\$45.36	\$9.47	\$16.35	\$0.00	\$71.18
10	80	\$48.38	\$9.47	\$17.00	\$0.00	\$74.85

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.02	\$9.68	\$11.35	\$0.00	\$42.05
2	40	\$24.03	\$9.68	\$12.00	\$0.00	\$45.71
3	45	\$27.03	\$9.68	\$12.65	\$0.00	\$49.36
4	50	\$30.04	\$9.68	\$13.30	\$0.00	\$53.02
5	55	\$33.04	\$9.68	\$13.95	\$0.00	\$56.67
6	60	\$36.04	\$9.68	\$14.60	\$0.00	\$60.32
7	65	\$39.05	\$9.68	\$15.25	\$0.00	\$63.98
8	70	\$42.05	\$9.68	\$15.90	\$0.00	\$67.63
9	75	\$45.05	\$9.68	\$16.55	\$0.00	\$71.28
10	80	\$48.06	\$9.68	\$17.20	\$0.00	\$74.94

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

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN
OPERATING ENGINEERS LOCAL 4

06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile							
Effective Date -		08/01/2019					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72	
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05	
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39	
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72	
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06	

Effective Date - 02/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
	12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
	06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
	12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
	06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
	12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
	12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
	06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
	12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
	06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
	12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24

TUNNEL WORK - COMPRESSED AIR
LABORERS (COMPRESSED AIR)

06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68

For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)
LABORERS (COMPRESSED AIR)

06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68

For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR
LABORERS (FREE AIR TUNNEL)

06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75

For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR (HAZ. WASTE)
LABORERS (FREE AIR TUNNEL)

06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Life Insurance	Unemployment	
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2019	\$28.83	\$8.75	\$1.86	\$0.00	\$39.44
	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2019	\$40.84	\$8.75	\$10.02	\$0.00	\$59.61
	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2019	\$33.64	\$8.75	\$9.86	\$0.00	\$52.25
	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2019	\$26.43	\$8.75	\$1.79	\$0.00	\$36.97
	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2019	\$40.84	\$8.75	\$14.10	\$0.00	\$63.69
	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2019	\$36.04	\$8.75	\$10.65	\$0.00	\$55.44
	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN	09/01/2019	\$21.62	\$8.75	\$1.65	\$0.00	\$32.02
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$22.25	\$9.25	\$1.67	\$0.00	\$33.17
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.)	09/01/2019	\$26.43	\$8.75	\$1.79	\$0.00	\$36.97
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN	09/01/2019	\$48.05	\$8.75	\$17.19	\$0.00	\$73.99
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	60	\$28.83	\$8.75	\$3.36	\$0.00	\$40.94
2	65	\$31.23	\$8.75	\$3.44	\$0.00	\$43.42
3	70	\$33.64	\$8.75	\$3.51	\$0.00	\$45.90
4	75	\$36.04	\$8.75	\$5.08	\$0.00	\$49.87
5	80	\$38.44	\$8.75	\$5.15	\$0.00	\$52.34
6	85	\$40.84	\$8.75	\$5.23	\$0.00	\$54.82
7	90	\$43.25	\$8.75	\$7.30	\$0.00	\$59.30

Effective Date - 08/30/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPlicer	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TELEDATA LINEMAN/EQUIPMENT OPERATOR	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
TREE TRIMMER	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						
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	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104						

Issue Date: 11/21/2019

Wage Request Number: 20191120-057

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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
HVAC Services in the Town of Natick

This Contract is made this _____ day of _____, 2019, 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 _____ organized under the laws of the Commonwealth of Massachusetts, 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, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. **Scope of Services**

In consideration of the obligations herein contained, the Contractor shall provide HVAC services in the Town of Natick, as set forth in the Invitation for Bids for HVAC Services 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. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

3. **Term**

The term of this Contract shall commence as of the date noted above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) additional one (1)-year terms.

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:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

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 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

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

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 three (3) years after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

\$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 Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. 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 Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

(2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

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

10. No Personal Liability

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

11. Familiarity with Area of Work

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 (as calculated per the IFB), 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 (as calculated per the IFB), 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 and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or 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 Agreement and during all hours of work under this Agreement. 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 Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

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. CORI/SORI Requirements

To the fullest extent permitted by law, the Town shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Contractor or for a subcontractor of the Contractor, or any person who will perform services under this Contract and who may have direct and unmonitored contact with children. Notwithstanding any other provision of this Contract, the Town may refuse to allow any such officer, employee, or other person to perform services under this Contract if the Town, in its sole discretion, determines that such officer, employee, or other person is not suitable for work under this Contract based upon the results of such CORI or SORI. The Town shall keep such information in a confidential file.

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 Town to the Contractor, the Town shall have the right to terminate this

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

Contract upon written notice to the Contractor.

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

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: Melissa A. Malone, Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L. North, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: .

21. Miscellaneous Provisions

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

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 Agreement, 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 Agreement, 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.
- l. 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

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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 agreement, 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. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. 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.

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

- t. 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.
- u. 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.
- v. This Contract is executed in triplicate as a sealed instrument.

**Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick**

The Town of Natick, Massachusetts

(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Michael J. Hickey, Jr., Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Jonathan H. Freedman, Clerk

Printed Title

Karen Adelman-Foster

Richard P. Jennett, Jr.

The Natick Public Schools

by:

Dr. Anna P. Nolin
Superintendent of Schools

Dated: _____

Dated: _____

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

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: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for
HVAC Services in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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.)