



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
Melissa A. Malone, Town Administrator
James Errickson, Deputy Town Administrator – Operations
John Gadson, Director of Facilities
Dr. Anna P. Nolin, Superintendent of Schools

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 5, 2020

**SUBJECT: CONTRACT FIRST EXTENSION
ON-CALL DOOR AND DOOR HARDWARE SERVICES**

In March 2020, the Town of Natick entered into a contract with New England School Services, Inc. for on-call door and door hardware repair services for Town buildings. The term of this contract was for one (1) year, with two (2) one (1)-year options for renewal, each individually exercisable at the discretion of the Town. The rate was \$120/hr. regular service (and \$145/hr. emergency service, with an estimated rate of 250 annual hours (and 250 emergency hours) at Town buildings.

The current contract was procured and vetted through a very carefully drafted Invitation for Bids, seeking the lowest responsible and eligible bidder. We have reviewed market conditions and have determined that no firm would likely meet the rate received in the 2020 bid. In fact, the bid we received in 2020 was, by far, the lowest.

New England School Services, Inc. has continued to perform extremely well in its current contract with the Town. Given this set of circumstances, as well as New England School Services, Inc.'s beneficial performance, we recommend it to be in the Town's best interest to exercise its first extension of the current contract – for the year beginning on March 30, 2021, and ending on March 29, 2022. Assuming the Select Board is so inclined, renewal may be accomplished by executing the attached draft correspondence to New England School Services, Inc. Please advise if you have any questions or require additional information.

Funding Source: Facilities Dept. Operating Budget.

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 18, 2020

Mr. Wayne R. Hingston, President
New England School Services, Inc.
98 Hicks Avenue
Medford, MA 02155

RE: On Call Door and Door Hardware Services Contract

NOTICE OF EXERCISE OF FIRST RENEWAL TERM

Dear Mr. Hingston

As you are aware, the Town of Natick, Massachusetts and New England School Services, Inc. are parties to a contract for on-call door and door hardware services in the Town of Natick ("Contract.")

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall commence as of the date specified in the opening paragraph, above, and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms. "

On November 18, 2020, the Town of Natick, by vote of the Natick Select Board, exercised its first option to extend the Contract for one (1) additional one (1)-year renewal term. This option year shall expire on March 29, 2022. This letter shall serve as notice to New England School Services, Inc. of the Town's exercise of its first option. The Town reserves its right to exercise its second option at a later time; however, nothing shall compel it to do so.

All provisions of the Contract shall remain in full force and effect during these option periods.

Thank you for your consideration.

Very truly yours,

The Natick Select Board

Jonathan H. Freedman, Chair

Karen Adelman-Foster Vice Chair

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

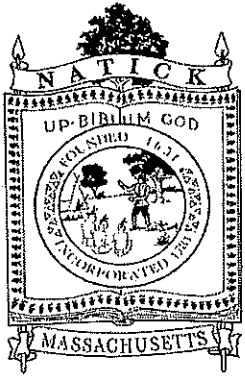
Susan G. Salamoff

The Natick Public Schools

Dr. Anna P. Nolin

cc. Melissa A. Malone, Town Administrator
 James Errickson, Deputy Town Administrator – Operations
 John Gadson, Director of Facilities

Arti P. Mehta, Comptroller
Karis L. North, Esq., Office of the Town Counsel



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

June 19, 2020

Mr. Wayne R. Hingston, President
New England School Services, Inc.
98 Hicks Avenue
Medford, MA 02155

RE: *Door/Door Hardware Services//Town of Natick/Natick Public Schools*

Dear Mr. Hingston:

Please find enclosed a fully-executed form of contract.

Please start processing any and all required project submittals, to the extent called for in the specifications, and please secure any necessary permits to allow you to begin performance. John Gadson, Director, Natick Facilities Department, will be responsible for administration. His telephone number is (508)-647-6400, Ext. 1550. His email is jgadson@natickma.org. Please reach out to him for project-related questions, as well as for instruction in commencing performance.

All prevailing wage reports for the project should be filed with Mr. Gadson (jgadson@natickma.org) and with the Procurement Office (bleblanc@natickma.org).

Please let me know if you have any contract-related questions. Thank you for your attention.

Very truly yours,



Bryan R. Le Blanc

Town of Natick, Massachusetts
Contract for
Door and Door Hardware Services in the Town of Natick

This Contract is made this thirtieth day of March, 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 New England School Services, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 98 Hicks Avenue, Medford, MA 02155 (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 door and door hardware services in the Town of Natick, as set forth in the Invitation for Bids for Door and Door Hardware 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 |

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

5. **Payment**

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

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

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

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

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

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

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

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

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warranted against manufacturing and design defect for a minimum of 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, 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.

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- 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:

Town of Natick, Massachusetts
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- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

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

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

9. **Indemnification**

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

10. **No Personal Liability**

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

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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

Town of Natick, Massachusetts
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return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this 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

Town of Natick, Massachusetts
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is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

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

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

20. Notices

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

If to the Town: 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 & Lehan, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Wayne R. Hingston
President
New England School Services, Inc.
98 Hicks Avenue
Medford, MA 02155.

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

Town of Natick, Massachusetts
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same to the Town in writing.

- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this 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.

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- 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 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,

Town of Natick, Massachusetts
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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.
- 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.

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OK



This document is now complete.

CLOSE

Michael J. Hickey, Jr., ~~Chairman~~Susan G. Salamoff, ~~Vice Chairman~~Jonathan H. Freedman, ~~Chairman~~
ChairmanKaren Adelman-Foster, ~~Vice Chairman~~
Vice ChairmanRichard P. Jernett, Jr., ~~Clerk~~

The Natick Public Schools

by: (Electronically signed by)Dr. Anna P. Nolin
Superintendent of Schools

Dated: 6/19/2020

by:

Signature

John W. Donohue
Printed NamePROJECT MANAGER
Printed Title

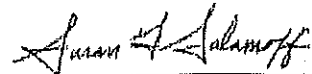
Dated: 6/22/2020

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The Town of Natick, Massachusetts



Michael J. Hickey, Jr., ~~Chairman~~

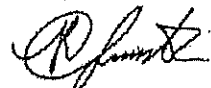


Susan G. Salamoff, Vice ~~Chairman~~

Jonathan H. Freedman, ~~Chairman~~

Chairman

Karen Adelman-Foster, Vice Chair



Richard P. Jennett, Jr., Clerk

The Natick Public Schools

by:

Dr. Anna P. Nolin
Superintendent of Schools

Dated: _____

New England School Services, Inc.

by:



Signature

JOHN DONOHUE

Printed Name

PROJECT MANAGER

Printed Title

Dated: 5/22/2020

Town of Natick, Massachusetts
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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: _____

New England School Services, Inc.

by:

Signature

Printed Name

Printed Title

Dated: _____

5/22/20

Town of Natick, Massachusetts
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Door and Door Hardware Services in the Town of Natick

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

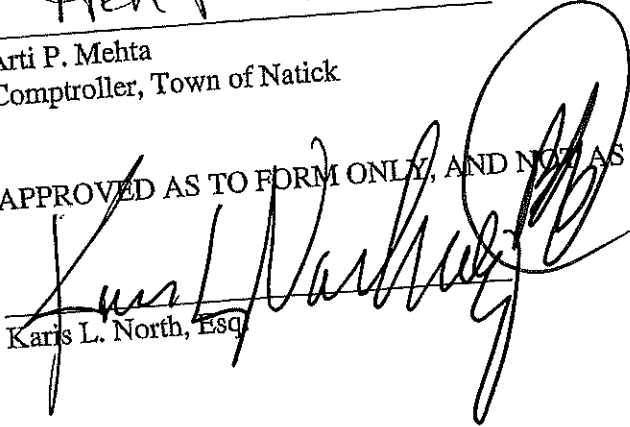
In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.



Arti P. Mehta
Comptroller, Town of Natick

Dated: 6.18.20

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


Karis L. North, Esq.

Dated: 6/19/20

6/19/2020

Town of Natick Mail - Door/Door Hardware Services - Request for Approval as to Form



Bryan Leblanc <bleblanc@natickma.org>

Door/Door Hardware Services - Request for Approval as to Form

4 messages

Sat, Jun 13, 2020 at 10:39 AM

Bryan Leblanc <bleblanc@natickma.org>

To: Karis North <knorth@mhtl.com>

Cc: James Errickson <jerrickson@natickma.org>, John Gadson <jgadson@natickma.org>

Karis:

Please review and, if acceptable, indicate approval as to form.

Thank you!

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

2 attachments

Door Door Hardware Award Materials 031920.pdf
4419K

Contract Signed by NE School Services 061320.pdf
4939K

Bryan Leblanc <bleblanc@natickma.org>

To: Karis North <knorth@mhtl.com>, James Errickson <jerrickson@natickma.org>

Wed, Jun 17, 2020 at 5:46 PM

One more - door/door hardware contract remains. New England School Services, See below. Thanks.

I appreciate the turnaround.

Karis North

5:34 PM (9 minutes ago)

to me, James

Bryan - I signed off on 5 contracts today. That should be all that is pending, correct? If I have missed any, please let me know, and I'll get them later tonight.

Thanks,

KLN

[Quoted text hidden]

2 attachments

Door Door Hardware Award Materials 031920.pdf
4419K

Contract Signed by NE School Services 061320.pdf
4939K

Karis North <knorth@mhtl.com>

To: Bryan Leblanc <bleblanc@natickma.org>, James Errickson <jerrickson@natickma.org>

Wed, Jun 17, 2020 at 8:19 PM

Bryan, this contract is approved as to form.

Thanks,

KLN

6/19/2020

Town of Natick Mail - Door/Door Hardware Services - Request for Approval as to Form

From: Bryan Leblanc [mailto:bleblanc@natickma.org]

Sent: Wednesday, June 17, 2020 5:47 PM

To: Karis North; James Errickson

Subject: Fwd: Door/Door Hardware Services - Request for Approval as to Form

One more - door/door hardware contract remains. New England School Services, See below. Thanks.

I appreciate the turnaround.

Karis North

5:34 PM (9 minutes ago)

to me, James

[REDACTED]

[REDACTED]

[Quoted text hidden]

Wed, Jun 17, 2020 at 8:58 PM

Bryan Leblanc <bleblanc@natickma.org>

To: Karis North <knorth@mhtl.com>

Cc: James Errickson <jerrickson@natickma.org>

Thanks!

[Quoted text hidden]

Town of Natick, Massachusetts
Contract for
Door and Door Hardware Services in the Town of Natick

CERTIFICATE OF VOTE

I, Brian Hingston, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Vice President of
New England School Services, Inc. (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 6/11 20 20, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either John Donohue
Project Manager;
(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 1 day of June, 2020 and has not been changed or modified in any respect.

Brian Hingston
Signature

Brian Hingston
Printed Name

Vice President
Printed Title

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

APPENDIX 1
TOWN OF NATICK
BID FORM

The undersigned hereby submits a sealed bid for door and door hardware services in the Town of Natick.

Printed Name of Bidder:

New England School Services

Address: 98 Hicks Ave

Medford MA 02155

1. Bidder's hourly rate for non-emergency door and door hardware services times 160
estimated hours of non-emergency door and door hardware services per year in the Town
of Natick) *12 hr*

2. Bidder's hourly rate for emergency door and door hardware services times 80
estimated hours of emergency door and door hardware services per year in the Town of
Natick. *145 hr*

TOTAL SUM OF 1 + 2 (FOR YEARLY BID COMPARISON PURPOSES)
\$ Thirty Thousand Eight Hundred Dollars

APPENDIX I
TOWN OF NATICK
BID FORM

The undersigned hereby submits a sealed bid for door and door hardware services in the Town of Natick.

Printed Name of Bidder:

New England School Services

Address: 98 Hicks Ave

Medford MA 02155

1. Bidder's hourly rate for non-emergency door and door hardware services times 160 estimated hours of non-emergency door and door hardware services per year in the Town of Natick.

2. Bidder's hourly rate for emergency door and door hardware services times 80 estimated hours of emergency door and door hardware services per year in the Town of Natick.

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

\$ Thirty Thousand Eight Hundred Dollars

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 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 door and door hardware services times 160 estimated hours of non-emergency door and door hardware services per year in the Town of Natick), plus.

2. Bidder's hourly rate for emergency door and door hardware services times 80 estimated hours of emergency door and door hardware 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 door and door hardware 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 department 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

John Donohue

Printed Title

Project Manager

Date.

If a Corporation:

Full Legal Name

New England School Services Inc.

Officers of Corporation and Addresses

VP Brian Hingston 98 Hicks Ave Medford MA 02155-28

Page 17 of 28

State of Incorporation MA

Principal Place of Business 98 Hicks Avenue

Medford MA 02155

Telephone Number: 617-776-4700

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

98 Hicks Ave

Medford MA 02155

Telephone Number 617-776-4700

Full Legal Name of Surety Company

Cross Agency

Principal Place of Business of Surety Company

401 Edgewater Place Suite 220 Wakefield MA 01983

Cross Insurance - Wakefield is legally organized as a Maine business corporation and is separately managed and operated as a wholly owned subsidiary of Cross Financial Corp., Bangor, ME."

Telephone Number 978-953-1607

Admitted in Massachusetts Yes No

Place of Business in Massachusetts

Cross Insurance | 16 South Main St., Topsfield, MA 01983

Cross Insurance | 401 Edgewater Place, Suite 220 Wakefield, MA 01880

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

New England School Services
Address of Bidder

98 Hicks Ave

Medford MA 02155
Telephone Number

By:

(Signature)

John Donohue
Printed Name

Project Manager
Printed Title

2/18/2020
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

New England School Services

Address of Bidder

98 Hicks Ave

Medford MA 02155

Telephone Number

By

(Signature)

John Donohue

Printed Name

Project Manager

Printed Title

2/18/2020

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

New England School Services

Address of Bidder

98 Hicks Ave

617-776-4700

Telephone Number

By:

John Donohue
(Signature)

John Donohue

Printed Name

Project Manager

Printed Title

2/18/2020

Date

Appendix 5

CERTIFICATE OF CORPORATE BIDDER

I, Brian Hingster, certify that I am the Vice President of the Corporation named as Bidder in the attached Bid Form; that John Deane who signed said Bid Form on behalf of the Bidder was then Project Manager 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)

New England School Services, Inc.
Name of Bidder

98 Hills Avenue
Address of Bidder

Medford, Ma 02155

617-776-4200
Telephone Number

By: [Signature]
(Signature)

Brian Hingster
Printed Name

Vice President
Printed Title

2/19/20
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

New England School Services

Address of Bidder

98 Hicks Ave

Medford MA 02155

Telephone Number
617-776-4709

By:

(Signature)

John Donohue

Printed Name

Project Manager

Printed Title

2/18/2020

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

New England School Services

Address of Bidder

98 Hicks Ave

Medford MA 02155

Telephone Number

617-776-4700

By:

(Signature)

John Donohue

Printed Name

Project Manager

Printed Title

2/18/2020

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

New England School Services
Address of Bidder

98 Hicks Ave

617-776-4700
Telephone Number

By: *John Donohue*

(Signature)

John Donohue
Printed Name

Project Manager
Printed Title

2/18/2020
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2020

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
Cross Insurance-Wakefield
401 Edgewater Place Suite 220

MA 01880

Wakefield

INSURED
New England School Services, Inc.
98 Hicks Ave

MA 02155

Medford

CONTACT NAME: Stephen Gill
PHONE: (781) 914-1000
FAX: (781) 224-5777
A/C No. Ext:
E-MAIL: sgill@crossagency.com
ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: Travelers Indemnity of America | 25658 |
| INSURER B: The Phoenix Insurance Co | 25666 |
| INSURER C: Travelers Property Casualty Co of America | 25674 |
| INSURER D: Travelers Indemnity Company of CT | 25682 |
| INSURER E: | |
| INSURER F: | |

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD Y/N | 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | 4T-CO-1G654441-IND-19 | 08/12/2019 | 08/12/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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 | | 810-3N111487 | 08/12/2019 | 08/12/2020 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE | | CUP-6J859948 | 08/12/2019 | 08/12/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | 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 N/A | UB-8K148602-19 | 08/12/2019 | 08/12/2020 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Natick is an additional insured with respects to General Liability, Automobile and Umbrella Coverage as required by written contract.

CANCELLATION

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

CERTIFICATE HOLDER

Town of Natick
75 West Street

Natick

MA 01760

AUTHORIZED REPRESENTATIVE

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New England School Services
98 Hicks Ave Medford MA

We are a proud partner to the state under TRD01 Tradesperson Installation, Repair and Maintenance Services Statewide Contracts. Please see the attached user guide. NESS falls under category - Glass/Windows/Doors. For more information inquire at the Commbuys - OSD website.

References for Door projects of similar scope and size
References include jobs created within the past three years.

| Municipalities | Contact | Phone |
|--|------------------|--------------|
| City of Boston | John Linehan | 617 635 8300 |
| Door replacements at various schools - Value : \$ 500,000.00 | | |
| Town Of Brookline | Charles Simmons | 617 730 2420 |
| Door replacements at various schools - Value : \$ 200,000.00 | | |
| Mass Port Authority | Anthony Saunders | 617 568 5983 |
| Door replacements at various locations - Value : \$ 100,000.00 | | |
| Town of Franklin | Mike D'Angelo | 508 553 4802 |
| Door replacements at various schools - Value : \$ 80,000.00 | | |
| City of Newton | Josh Morse | 617 594 2564 |
| Door replacements at various schools - Value : \$ 190,000.00 | | |

COMMBUYS

OPERATIONAL SERVICES DIVISION

Master Blanket Purchase Order PO-17-1080-OSD03-SRC02-10364

Header Information

| | | | | | |
|-------------------------------|---|------------------------------|--|---------------------------|--------------------------------------|
| Purchase Order Number: | PO-17-1080-OSD03-SRC02-10364 | Release Number: | 0 | Short Description: | TRD01 - Glass/Windows/Doors Services |
| Status: | 3PS - Sent | Purchaser: | Michael Woods | Receipt Method: | Quantity |
| Fiscal Year: | 2017 | PO Type: | Blanket | Minor Status: | |
| Organization: | Operational Services Division | Location: | SRC02 - Sourcing Group 2 | Type Code: | Statewide Contract |
| Department: | OSD03 - OSD - Strategic Sourcing | Entered Date: | 04/06/2017 04:16:23 PM | Control Code: | |
| Alternate ID: | | Retainage %: | 0.00% | Discount %: | 0.00% |
| Days ARO: | 0 | Release Type: | Standard Release | Pcard Enabled: | No |
| Print Dest Detail: | If Different | Tax Rate: | | Actual Cost: | \$0.00 |
| Catalog ID: | | Contact Instructions: | Michael Woods Strategic Sourcing Lead Address: Operational Services Division One Ashburton Place, Room 1017 Boston, MA 02108 Phone: 617-720-3191 Email: michael.woods@mass.gov | | |
| Special Instructions: | TRD01 Contract User Guide 10.29.19 Request for Response_TRD01_Amended 3.13.2017~13.docx Sample Scope of Work Template | | | | |
| Agency Attachments: | | | | | |
| Vendor Attachments: | | | | | |

Primary Vendor Information & PO Terms

<https://www.commbuys.com/bsa/external/purchaseorder/poSummary.sdo?docId=PO-17-1...> 2/18/202

COMMBUYS - Master Blanket

| Document | Notifications | Acknowledged Date/Time |
|-----------------|--|------------------------|
| Change Order 23 | Emailed to commbuys@massmail.state.ma.us at 01/11/2019 10:17:26 AM | |
| Change Order 24 | Emailed to commbuys@massmail.state.ma.us at 04/04/2019 10:13:25 AM | |
| Change Order 25 | Emailed to commbuys@massmail.state.ma.us at 04/26/2019 02:26:16 PM | 05/10/2019 11:49:57 AM |
| Change Order 26 | Emailed to commbuys@massmail.state.ma.us at 05/17/2019 10:35:08 AM | 05/20/2019 08:20:50 AM |
| Change Order 27 | Emailed to commbuys@massmail.state.ma.us at 08/26/2019 10:59:38 AM | 08/27/2019 10:56:52 AM |
| Change Order 28 | Emailed to commbuys@massmail.state.ma.us at 11/04/2019 11:42:26 AM | 01/23/2020 12:01:13 PM |

Master Blanket/Contract Vendor Distributor List

| Vendor ID | Vendor Name | Preferred Delivery Method | Vendor Distributor Status |
|-----------|-----------------------------------|---------------------------|---------------------------|
| 00002951 | D.O.T. FLEETPARTS | Email | Active |
| 00003159 | Lizotte Glass, Inc. | Email | Active |
| 00005268 | KNE corporation | Email | Active |
| 00005290 | Door Systems, Inc. | Email | Active |
| 00006371 | Glass & Mirror Inc | Email | Active |
| 00017772 | NEL Corporation | Email | Active |
| 00022361 | Advanced Glass and Mirror, Inc. | Email | Active |
| 00023778 | Garland Construction Corporation | Email | Active |
| 208041 | Hub Glass Service, Inc. | Email | Active |
| 208623 | Collins Overhead Door Inc | Email | Active |
| 219169 | Randolph Rail and Iron Const | Email | Active |
| 223509 | Kurtz, Inc. | Email | Active |
| 300014 | Alliance Glass Corp | Email | Active |
| 300183 | New England School Services, Inc. | Email | Active |
| 300232 | Suburban Glass & Mirror Co. Inc. | Email | Active |
| 300244 | Unwin Overhead Doors, Inc. | Email | |
| 300245 | W.A.C. Contracting | Email | |

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 04/01/2017 Master Blanket/Contract End Date: 03/31/2021

<https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-17-1...> 2/18/2021

Vendor Profile - New England School Services, Inc.

Organization Information Address

General Organization Information

| | | | |
|---------------------------------------|--|-----------------------------------|-----------------------------------|
| Vendor ID: | 300183 | Company Name: | New England School Services, Inc. |
| Status: | Active | Status Change Reason: | |
| Incorporation Details - State: | MA | Year of Incorporation: | 1979 |
| Business Description: | Furnish and Install Doors, Hardware, Bathroom Part | Preferred Delivery Method: | Email |
| Vendor Fax: | 7813968088 | 1099 Vendor: | Yes |
| Emergency Supplier: | No | Vendor Email: | wayne@neschool.com |
| Emergency Phone: | 6177764700 | | |
| Emergency Contact Name: | Wayne Hingston | | |
| Emergency Email: | wayne@neschool.com | | |
| Emergency Info Comment: | | | |
| Referenced Vendor: | No | | |

Close Window

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MA-PAS2

United Casualty and Surety Insurance Company
BID BOND

Bond No: UCSX2X2285

KNOW ALL MEN BY THESE PRESENTS, that we New England School Services, Inc, 88 Hicks Ave, Medford, MA 02155

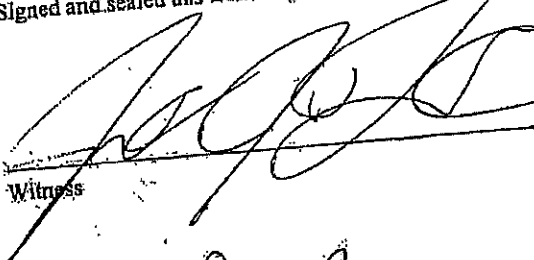
as Principal, hereinafter called the Principal, and UNITED CASUALTY AND SURETY INSURANCE COMPANY of
292 Newbury Street, #105, Boston, Massachusetts 02115, a corporation duly organized under the laws of the State of Nebraska
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Natick

as Oblige, hereinafter called the Oblige, in the sum of NOT TO EXCEED 5 % OF ATTACHED BID DOLLARS (\$)
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 Town of Natick Sealed Bid for Door and Door Hardware Services in the
Town of Natick

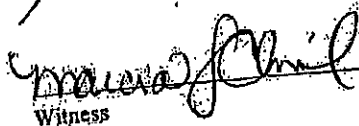
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful 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 Oblige the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Oblige 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 20th day of February, 2020


Witness

New England School Services, Inc.


Wayne R. Hyslop


Witness

UNITED CASUALTY AND SURETY INSURANCE COMPANY


Stephen P. Gill

Attorney-in-fact



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

Agency No. 172064

POWER OF ATTORNEY

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:

Michael J. Regan, Stephen P. Gill, Laurence R. Hall, Robert Sennott and Vincent Thorne

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 Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31, 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 11 day of July, 1999:

Resolved that the President, Treasurer or Secretary be and they are hereby authorized and empowered to appoint Attorney in fact for the Company in its name and as its agent to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of claim 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 Attorney 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 the Board and the Company seal may be affixed by electronic means to any power of attorney or other writing or attorney 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, both 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 13th day of December, 2019.

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

Joel R. Chachkes
 Joel R. Chachkes, Treasurer

Corporate Seal

Commonwealth of Massachusetts
 County of Suffolk

On this 13th day of December, 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.
 I declare under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that I am a Notary Public for the State of Massachusetts, My Commission Expires October 31, 2025.

THOMAS P. CARRIGAN, JR.
 Notary Public, Commonwealth of Massachusetts
 My Commission Expires October 31, 2025

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 seal of said Companies at Boston, Massachusetts this 20 day of

Corporate Seal

Robert F. Thomas
 Robert F. Thomas, Chief Operating Officer

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



NEW ENGLAND SCHOOL SERVICES, INC.
98 Hicks Avenue, Medford, MA 02155 • 617-776-4700 • FAX 617-666-1052

February 19, 2019

To whom it may concern:

In lieu of providing our Financial Statement, please be advised that our Dun and Bradstreet Number is 76594118. This number can be used to view our financial information.

Very truly yours,

NEW ENGLAND SCHOOL
SERVICES, INC.

Brian J. Hingston
Vice President



Door, Door Hardware and Restroom Partition Specialists
SALES • SERVICE • INSTALLATION

Member





Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

NOTICE DATE: 1/1/2011
Case ID: 0-000-799-536

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

NEW ENGLAND SCHOOL SERVS INC
98 HICKS AVE
MEDFORD MA 02155-6319

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the Commonwealth of Massachusetts

Corporations Division

Business Entity Summary

[Request certificate](#)
[New search](#)

ID Number: 042663888

Summary for: NEW ENGLAND SCHOOL SERVICES, INC.

The exact name of the Domestic Profit Corporation: NEW ENGLAND SCHOOL SERVICES, INC.

Entity type: Domestic Profit Corporation

Identification Number: 042663888

Date of Organization in Massachusetts:
02-22-1979

Last date certain:

Current Fiscal Month/Day: 10/31

Previous Fiscal Month/Day: 10/31

The location of the Principal Office:

Address: 98 HICKS AVE.

City or town, State, Zip code,
Country:

MEDFORD, MA 02155 USA

The name and address of the Registered Agent:

Name: WAYNE R. HINGSTON

Address: 288 BORDER ROAD

City or town, State, Zip code,
Country:

CONCORD, MA 01742 USA

The Officers and Directors of the Corporation:

| Title | Individual Name | Address |
|----------------|-------------------|---------------------------------------|
| PRESIDENT | WAYNE R. HINGSTON | 288 BORDER RD., CONCORD, MA 01742 USA |
| TREASURER | WAYNE R. HINGSTON | 288 BORDER RD., CONCORD, MA 01742 USA |
| SECRETARY | BRIAN HINGSTON | 288 BORDER RD CONCORD, MA 01742 USA |
| VICE PRESIDENT | BRIAN HINGSTON | 288 BORDER RD CONCORD, MA 01742 USA |
| DIRECTOR | WAYNE R. HINGSTON | 288 BORDER RD., CONCORD, MA 01742 USA |

Business entity stock is publicly traded: ☐

2/20/2020

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

| Class of Stock | Par value per share | No. of shares | Total Authorized | Total par value | Total issued and outstanding |
|----------------|---------------------|---------------|------------------|-----------------|------------------------------|
| | | | | | No. of shares |

☐ Consent ☐ Confidential Data ☐ Merger Allowed ☐ Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

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

View filings

Comments or notes associated with this business entity:

New search

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

DOOR AND DOOR HARDWARE SERVICES

BIDS DUE:

February 20, 2020, 11:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for door and door hardware 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 February 5, 2020. Sealed Bids will be received until 11:00 A.M. local time, February 20, 2020, 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 door and door hardware 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 February 5, 2020.

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 February 12, 2020. 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 Door and Door Hardware Services in the Town of Natick" shall be received by 11:00 A.M. local time, February 20, 2020, 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 total Bid, 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 DOOR AND DOOR HARDWARE 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 February 12, 2020. 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 Door and Door Hardware maintenance services, corrective services, and emergency services for current and to provide project installation of new miscellaneous door and door hardware for the facilities of the Town of Natick and Natick Public Schools. Door and Door Hardware 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 Door and Door Hardware issues at any and all locations, to original design and/or manufacturer specifications or conditions acceptable to the Town. All work performed should be completed in a way to ensure that the system meets all code requirements. 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 Door and Door Hardware 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 twenty 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 160 non-emergency hours and 80 hours emergency for bid comparison purposes.

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 Door and Door Hardware Services in the Town of Natick" shall be received by 11:00 A.M. local time, February 20, 2020, 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 door and door hardware services times 160 estimated hours of non-emergency door and door hardware services per year in the Town of Natick), plus

2. Bidder's hourly rate for emergency door and door hardware services times 80 estimated hours of emergency door and door hardware 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 estimated Contract price, with a surety company which is acceptable to the Town.

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

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

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

The Town may terminate any such Contract upon written notice to the 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-Stelger 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 door and door hardware services in the Town of Natick.

Printed Name of Bidder:

Address:

1. Bidder's hourly rate for non-emergency door and door hardware services times 160 estimated hours of non-emergency door and door hardware services per year in the Town of Natick)

2. Bidder's hourly rate for emergency door and door hardware services times 80 estimated hours of emergency door and door hardware 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 door and door hardware services times 160 estimated hours of non-emergency door and door hardware services per year in the Town of Natick), plus.

2. Bidder's hourly rate for emergency door and door hardware services times 80 estimated hours of emergency door and door hardware 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 door and door hardware 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 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

ROSALYN ACOSTA
Secretary
WILLIAM D. MCKINNEY
Director

Awarding Authority:
Contract Number:
Description of Work:

Town of Natick, Massachusetts

IFB - Door and Gate 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 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: 11/27/2019

Wage Request Number: 20191127-014

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| Construction (2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 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 |
| | 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 |
| (3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 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 |
| | 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 |
| (4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 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" | 06/01/2019 | \$34.70 | \$7.85 | \$14.88 | \$0.00 | \$57.43 |
| | 12/01/2019 | \$34.81 | \$8.10 | \$15.38 | \$0.00 | \$58.29 |
| | 06/01/2020 | \$35.70 | \$8.10 | \$15.38 | \$0.00 | \$59.18 |
| | 12/01/2020 | \$36.59 | \$8.10 | \$15.38 | \$0.00 | \$60.07 |
| | 06/01/2021 | \$37.51 | \$8.10 | \$15.38 | \$0.00 | \$60.99 |
| | 12/01/2021 | \$38.42 | \$8.10 | \$15.38 | \$0.00 | \$61.90 |
| For apprentice rates see "Apprentice- LABORER" | 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 |
| ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON) | 06/01/2019 | \$34.20 | \$7.85 | \$14.88 | \$0.00 | \$56.93 |
| | 12/01/2019 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| | 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| | 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| | 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| | 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |
| ASPHALT RAKER LABORERS - ZONE 2 | | | | | | |
| | | | | | | |

For apprentice rates see "Apprentice- LABORER"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| 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 | \$48.73 | \$12.50 | \$15.70 | \$0.00 | \$76.93 |
| | 06/01/2020 | \$49.83 | \$12.50 | \$15.70 | \$0.00 | \$78.03 |
| | 12/01/2020 | \$50.98 | \$12.50 | \$15.70 | \$0.00 | \$79.18 |
| | 06/01/2021 | \$52.08 | \$12.50 | \$15.70 | \$0.00 | \$80.28 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4 | 12/01/2021 | \$53.23 | \$12.50 | \$15.70 | \$0.00 | \$81.43 |
| | 06/01/2019 | \$48.18 | \$12.00 | \$15.60 | \$0.00 | \$75.78 |
| | 12/01/2019 | \$48.73 | \$12.50 | \$15.70 | \$0.00 | \$76.93 |
| | 06/01/2020 | \$49.83 | \$12.50 | \$15.70 | \$0.00 | \$78.03 |
| | 12/01/2020 | \$50.98 | \$12.50 | \$15.70 | \$0.00 | \$79.18 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2 | 06/01/2021 | \$52.08 | \$12.50 | \$15.70 | \$0.00 | \$80.28 |
| | 12/01/2021 | \$53.23 | \$12.50 | \$15.70 | \$0.00 | \$81.43 |
| | 06/01/2019 | \$34.20 | \$7.85 | \$14.88 | \$0.00 | \$56.93 |
| | 12/01/2019 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| | 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| For apprentice rates see "Apprentice- LABORER" BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2 | 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| | 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| | 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |
| | 06/01/2019 | \$34.70 | \$7.85 | \$14.88 | \$0.00 | \$57.43 |
| | 12/01/2019 | \$34.81 | \$8.10 | \$15.38 | \$0.00 | \$58.29 |
| For apprentice rates see "Apprentice- LABORER" BOILER MAKER BOILERMAKERS LOCAL 29 | 06/01/2020 | \$35.70 | \$8.10 | \$15.38 | \$0.00 | \$59.18 |
| | 12/01/2020 | \$36.59 | \$8.10 | \$15.38 | \$0.00 | \$60.07 |
| | 06/01/2021 | \$37.51 | \$8.10 | \$15.38 | \$0.00 | \$60.99 |
| | 12/01/2021 | \$38.42 | \$8.10 | \$15.38 | \$0.00 | \$61.90 |
| | 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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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 OPERATING ENGINEERS LOCAL 4

| | | | | | |
|------------|---------|---------|---------|--------|---------|
| 06/01/2019 | \$47.69 | \$12.00 | \$15.60 | \$0.00 | \$75.29 |
| 12/01/2019 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$0.00 | \$80.88 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE

| | | | | | |
|------------|---------|--------|---------|--------|---------|
| 06/01/2019 | \$40.25 | \$7.85 | \$16.05 | \$0.00 | \$64.15 |
| 12/01/2019 | \$40.25 | \$8.10 | \$16.80 | \$0.00 | \$65.15 |
| 06/01/2020 | \$41.24 | \$8.10 | \$16.80 | \$0.00 | \$66.14 |
| 12/01/2020 | \$42.22 | \$8.10 | \$16.80 | \$0.00 | \$67.12 |
| 06/01/2021 | \$43.24 | \$8.10 | \$16.80 | \$0.00 | \$68.14 |
| 12/01/2021 | \$44.25 | \$8.10 | \$16.80 | \$0.00 | \$69.15 |

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE

| | | | | | |
|------------|---------|--------|---------|--------|---------|
| 06/01/2019 | \$39.10 | \$7.85 | \$16.05 | \$0.00 | \$63.00 |
| 12/01/2019 | \$39.10 | \$8.10 | \$16.80 | \$0.00 | \$64.00 |
| 06/01/2020 | \$40.09 | \$8.10 | \$16.80 | \$0.00 | \$64.99 |
| 12/01/2020 | \$41.07 | \$8.10 | \$16.80 | \$0.00 | \$65.97 |
| 06/01/2021 | \$42.09 | \$8.10 | \$16.80 | \$0.00 | \$66.99 |
| 12/01/2021 | \$43.10 | \$8.10 | \$16.80 | \$0.00 | \$68.00 |

For apprentice rates see "Apprentice- LABORER"

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE | 06/01/2019 | \$39.10 | \$7.85 | \$16.05 | \$0.00 | \$63.00 |
| | 12/01/2019 | \$39.10 | \$8.10 | \$16.80 | \$0.00 | \$64.00 |
| | 06/01/2020 | \$40.09 | \$8.10 | \$16.80 | \$0.00 | \$64.99 |
| | 12/01/2020 | \$41.07 | \$8.10 | \$16.80 | \$0.00 | \$65.97 |
| | 06/01/2021 | \$42.09 | \$8.10 | \$16.80 | \$0.00 | \$66.99 |
| | 12/01/2021 | \$43.10 | \$8.10 | \$16.80 | \$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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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

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

CARPENTER WOOD FRAME
CARPENTERS - ZONE 2 (Wood Frame)
 All Aspects of New Wood Frame Work

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

Classification

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
BRICKLAYERS LOCAL 3 (LOWELL)

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: 11/27/2019

Wage Request Number: 20191127-014

| 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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| | 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| | 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| | 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| | 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
COMPRESSOR OPERATOR
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
BLEADER (BRIDGE)
PAINTERS LOCAL 35 - ZONE 2

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 07/01/2019

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

Effective Date - 01/01/2020

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

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER
LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| | 06/01/2019 | \$39.30 | \$7.85 | \$15.85 | \$0.00 | \$63.00 |
| | 12/01/2019 | \$39.30 | \$8.10 | \$16.60 | \$0.00 | \$64.00 |
| | 06/01/2019 | \$40.30 | \$7.85 | \$15.85 | \$0.00 | \$64.00 |
| | 12/01/2019 | \$40.30 | \$8.10 | \$16.60 | \$0.00 | \$65.00 |
| | 06/01/2019 | \$40.05 | \$7.85 | \$15.85 | \$0.00 | \$63.75 |
| | 12/01/2019 | \$40.05 | \$8.10 | \$16.60 | \$0.00 | \$64.75 |
| | 06/01/2019 | \$40.30 | \$7.85 | \$15.85 | \$0.00 | \$64.00 |
| | 12/01/2019 | \$40.30 | \$8.10 | \$16.60 | \$0.00 | \$65.00 |
| | 06/01/2019 | \$40.05 | \$7.85 | \$15.85 | \$0.00 | \$63.75 |
| | 12/01/2019 | \$40.05 | \$8.10 | \$16.60 | \$0.00 | \$64.75 |
| | 06/01/2019 | \$39.30 | \$7.85 | \$15.85 | \$0.00 | \$63.00 |
| | 12/01/2019 | \$39.30 | \$8.10 | \$16.60 | \$0.00 | \$64.00 |

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4 | 06/01/2019 | \$47.69 | \$12.00 | \$15.60 | \$0.00 | \$75.29 |
| | 12/01/2019 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| | 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| | 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| | 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| | 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$0.00 | \$80.88 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER
PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER TENDER
PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER TENDER (EFFLUENT)
PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT)
PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

DRAWBRIDGE OPERATOR (Construction)
ELECTRICIANS LOCAL 103

For apprentice rates see "Apprentice- ELECTRICIAN"

ELECTRICIAN
ELECTRICIANS LOCAL 103

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 | \$14.34 | \$0.00 | \$53.31 |
| 6 | 55 | \$28.11 | \$13.00 | \$14.76 | \$0.00 | \$56.28 |
| 7 | 60 | \$30.66 | \$13.00 | \$15.17 | \$0.00 | \$59.24 |
| 8 | 65 | \$33.22 | \$13.00 | \$15.58 | \$0.00 | \$62.22 |
| 9 | 70 | \$35.77 | \$13.00 | \$16.00 | \$0.00 | \$65.17 |
| 10 | 75 | \$38.33 | \$13.00 | \$16.40 | \$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 |

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

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

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2019

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

Effective Date - 01/01/2020

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

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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$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"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| FIELD BNG. 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 |
| 03/01/2019 | \$38.33 | \$13.00 | \$16.82 | \$0.00 | \$68.15 |

For apprentice rates see "Apprentice- ELECTRICIAN"
FIRE ALARM REPAIR / MAINTENANCE
/ COMMISSIONING ELECTRICIANS
LOCAL 103

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 | \$39.89 | \$12.50 | \$15.70 | \$0.00 | \$68.09 |
| 06/01/2020 | \$40.80 | \$12.50 | \$15.70 | \$0.00 | \$69.00 |
| 12/01/2020 | \$41.75 | \$12.50 | \$15.70 | \$0.00 | \$69.95 |
| 06/01/2021 | \$42.66 | \$12.50 | \$15.70 | \$0.00 | \$70.86 |
| 12/01/2021 | \$43.61 | \$12.50 | \$15.70 | \$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 | \$8.10 | \$15.38 | \$0.00 | \$46.98 |
| 06/01/2020 | \$23.50 | \$8.10 | \$15.38 | \$0.00 | \$46.98 |
| 12/01/2020 | \$24.50 | \$8.10 | \$15.38 | \$0.00 | \$47.98 |
| 06/01/2021 | \$24.50 | \$8.10 | \$15.38 | \$0.00 | \$47.98 |
| 12/01/2021 | \$24.50 | \$8.10 | \$15.38 | \$0.00 | \$47.98 |

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: 11/27/2019

Wage Request Number: 20191127-014

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

Apprentice - FLOORCOVERER - Local 2168 Zone I
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 | \$48.73 | \$12.50 | \$15.70 | \$0.00 | \$76.93 |
| 06/01/2020 | \$49.83 | \$12.50 | \$15.70 | \$0.00 | \$78.03 |
| 12/01/2020 | \$50.98 | \$12.50 | \$15.70 | \$0.00 | \$79.18 |
| 06/01/2021 | \$52.08 | \$12.50 | \$15.70 | \$0.00 | \$80.28 |
| 12/01/2021 | \$53.23 | \$12.50 | \$15.70 | \$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 | \$32.47 | \$12.50 | \$15.70 | \$0.00 | \$60.67 |
| 06/01/2020 | \$33.22 | \$12.50 | \$15.70 | \$0.00 | \$61.42 |
| 12/01/2020 | \$34.00 | \$12.50 | \$15.70 | \$0.00 | \$62.20 |
| 06/01/2021 | \$34.75 | \$12.50 | \$15.70 | \$0.00 | \$62.95 |
| 12/01/2021 | \$35.54 | \$12.50 | \$15.70 | \$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 |

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

| 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 |

Note:

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 | \$48.73 | \$12.50 | \$15.70 | \$0.00 | \$76.93 |
| 06/01/2020 | \$49.83 | \$12.50 | \$15.70 | \$0.00 | \$78.03 |
| 12/01/2020 | \$50.98 | \$12.50 | \$15.70 | \$0.00 | \$79.18 |
| 06/01/2021 | \$52.08 | \$12.50 | \$15.70 | \$0.00 | \$80.28 |
| 12/01/2021 | \$53.23 | \$12.50 | \$15.70 | \$0.00 | \$81.43 |

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

Classification

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 | \$26.80 | \$12.50 | \$0.00 | \$0.00 | \$39.30 |
| 2 | 60 | \$29.24 | \$12.50 | \$15.70 | \$0.00 | \$57.44 |
| 3 | 65 | \$31.67 | \$12.50 | \$15.70 | \$0.00 | \$59.87 |
| 4 | 70 | \$34.11 | \$12.50 | \$15.70 | \$0.00 | \$62.31 |
| 5 | 75 | \$36.55 | \$12.50 | \$15.70 | \$0.00 | \$64.75 |
| 6 | 80 | \$38.98 | \$12.50 | \$15.70 | \$0.00 | \$67.18 |
| 7 | 85 | \$41.42 | \$12.50 | \$15.70 | \$0.00 | \$69.62 |
| 8 | 90 | \$43.86 | \$12.50 | \$15.70 | \$0.00 | \$72.06 |

Notes:

Apprentice to Journeyworker Ratio: 1:16

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

For apprentice rates see "Apprentice- ELECTRICIAN"

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

| | | | | | |
|------------|---------|---------|---------|--------|---------|
| 03/01/2019 | \$51.10 | \$13.00 | \$18.88 | \$0.00 | \$82.98 |
| 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: 11/27/2019

Wage Request Number: 20191127-014

Classification
HVAC (TESTING AND BALANCING - WATER)
 PIPEFITTERS LOCAL 537

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

HVAC MECHANIC
 PIPEFITTERS LOCAL 537

HYDRAULIC DRILLS
 LABORERS - ZONE 2

For apprentice rates see "Apprentice- LABORER"

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

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)

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

Classification

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
LABORERS - ZONE 2

| Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|-----------|--------|---------|---------------------------|------------|
| 06/01/2019 | \$34.20 | \$7.85 | \$14.88 | \$0.00 | \$56.93 |
| 12/01/2019 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |

LABORER
LABORERS - ZONE 2
 For apprentice rates see "Apprentice - LABORER"

| Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|-----------|--------|---------|---------------------------|------------|
| 06/01/2019 | \$33.95 | \$7.85 | \$14.88 | \$0.00 | \$56.68 |
| 12/01/2019 | \$34.06 | \$8.10 | \$15.38 | \$0.00 | \$57.54 |
| 06/01/2020 | \$34.95 | \$8.10 | \$15.38 | \$0.00 | \$58.43 |
| 12/01/2020 | \$35.84 | \$8.10 | \$15.38 | \$0.00 | \$59.32 |
| 06/01/2021 | \$36.76 | \$8.10 | \$15.38 | \$0.00 | \$60.24 |
| 12/01/2021 | \$37.67 | \$8.10 | \$15.38 | \$0.00 | \$61.15 |

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| 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 | \$20.44 | \$8.10 | \$15.38 | \$0.00 | \$43.92 |
| 2 | 70 | \$23.84 | \$8.10 | \$15.38 | \$0.00 | \$47.32 |
| 3 | 80 | \$27.25 | \$8.10 | \$15.38 | \$0.00 | \$50.73 |
| 4 | 90 | \$30.65 | \$8.10 | \$15.38 | \$0.00 | \$54.13 |

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 | \$34.06 | \$8.10 | \$15.38 | \$0.00 | \$57.54 |
| 06/01/2020 | \$34.95 | \$8.10 | \$15.38 | \$0.00 | \$58.43 |
| 12/01/2020 | \$35.84 | \$8.10 | \$15.38 | \$0.00 | \$59.32 |
| 06/01/2021 | \$36.76 | \$8.10 | \$15.38 | \$0.00 | \$60.24 |
| 12/01/2021 | \$37.67 | \$8.10 | \$15.38 | \$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 | \$34.06 | \$8.10 | \$15.38 | \$0.00 | \$57.54 |
| 06/01/2020 | \$34.95 | \$8.10 | \$15.38 | \$0.00 | \$58.43 |
| 12/01/2020 | \$35.84 | \$8.10 | \$15.38 | \$0.00 | \$59.32 |
| 06/01/2021 | \$36.76 | \$8.10 | \$15.38 | \$0.00 | \$60.24 |
| 12/01/2021 | \$37.67 | \$8.10 | \$15.38 | \$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 | \$34.15 | \$8.10 | \$15.44 | \$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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice-LABORER"

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1 | 06/01/2019 | \$33.95 | \$7.85 | \$14.88 | \$0.00 | \$56.68 |
| | 12/01/2019 | \$34.06 | \$8.10 | \$15.38 | \$0.00 | \$57.54 |
| | 06/01/2020 | \$34.95 | \$8.10 | \$15.38 | \$0.00 | \$58.43 |
| | 12/01/2020 | \$35.84 | \$8.10 | \$15.38 | \$0.00 | \$59.32 |
| | 06/01/2021 | \$36.76 | \$8.10 | \$15.38 | \$0.00 | \$60.24 |
| LABORER: TREE REMOVER LABORERS - ZONE 2 | 12/01/2021 | \$37.67 | \$8.10 | \$15.38 | \$0.00 | \$61.15 |
| | 06/01/2019 | \$33.95 | \$7.85 | \$14.88 | \$0.00 | \$56.68 |
| | 12/01/2019 | \$34.06 | \$8.10 | \$15.38 | \$0.00 | \$57.54 |
| | 06/01/2020 | \$34.95 | \$8.10 | \$15.38 | \$0.00 | \$58.43 |
| | 12/01/2020 | \$35.84 | \$8.10 | \$15.38 | \$0.00 | \$59.32 |
| LABORER: TREE REMOVER LABORERS - ZONE 2 | 06/01/2021 | \$36.76 | \$8.10 | \$15.38 | \$0.00 | \$60.24 |
| | 12/01/2021 | \$37.67 | \$8.10 | \$15.38 | \$0.00 | \$61.15 |

For apprentice rates see "Apprentice - LABORER"

LABORER: TREE REMOVER
LABORERS - ZONE 2

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

For apprentice rates see "Apprentice - LABORER"

MARBLE & TILE FINISHERS
BRICKLAYERS LOCAL 1 - MARBLE & TILE

| | | | | | |
|------------|---------|---------|---------|--------|---------|
| 06/01/2019 | \$34.20 | \$7.85 | \$14.88 | \$0.00 | \$56.93 |
| 12/01/2019 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |
| 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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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

Effective Date - 08/01/2019

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

Effective Date - 02/01/2020

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

Notes:

Apprentice to Journeyworker Ratio: 1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MBCH
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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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

MBCL 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 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$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 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$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: 11/27/2019

Wage Request Number: 20191127-014

Classification

Apprentices - 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

For apprentice rates see "Apprentice- LABORER"
OILER (OTHER THAN TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
OILER (TRUCK CRANES, GRADALLS)
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
OTHER POWER DRIVEN EQUIPMENT - CLASS II
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
PAINTER (BRIDGES/TANKS)
PAINTERS LOCAL 35 - ZONE 2

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

Classification

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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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 | \$2.45 | \$0.00 | \$26.30 |
| 6 | 75 | \$19.36 | \$7.07 | \$7.05 | \$0.00 | \$32.19 |
| 7 | 80 | \$20.65 | \$7.07 | \$7.05 | \$0.00 | \$33.48 |
| 8 | 85 | \$21.94 | \$7.07 | \$7.05 | \$0.00 | \$34.77 |
| 9 | 90 | \$23.23 | \$7.07 | \$7.05 | \$0.00 | \$36.06 |

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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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)
PAINTERS LOCAL 35 - ZONE 2

| | | | | | |
|------------|---------|--------|---------|--------|---------|
| 07/01/2019 | \$39.62 | \$8.20 | \$21.45 | \$0.00 | \$69.27 |
| 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: 11/27/2019

Wage Request Number: 20191127-014

Classification

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 | \$34.06 | \$8.10 | \$15.38 | \$0.00 | \$57.54 |
| 06/01/2020 | \$34.95 | \$8.10 | \$15.38 | \$0.00 | \$58.43 |
| 12/01/2020 | \$35.84 | \$8.10 | \$15.38 | \$0.00 | \$59.32 |
| 06/01/2021 | \$36.76 | \$8.10 | \$15.38 | \$0.00 | \$60.24 |
| 12/01/2021 | \$37.67 | \$8.10 | \$15.38 | \$0.00 | \$61.15 |
| 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 |

For Apprentice rates see "Apprentice - LABORER"

PAINTER / TAPER (BRUSH, NEW) *

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

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

Classification

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

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

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 |

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

Classification

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: 11/27/2019

Wage Request Number: 20191127-014

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: 11/27/2019

Wage Request Number: 20191127-014

| 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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| | 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| | 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| | 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| | 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$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

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

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| POWDERMAN & BLASTER LABORERS - ZONE 2 | 06/01/2019 | \$34.95 | \$7.85 | \$14.88 | \$0.00 | \$57.68 |
| | 12/01/2019 | \$35.06 | \$8.10 | \$15.38 | \$0.00 | \$58.54 |
| | 06/01/2020 | \$35.95 | \$8.10 | \$15.38 | \$0.00 | \$59.43 |
| | 12/01/2020 | \$36.84 | \$8.10 | \$15.38 | \$0.00 | \$60.32 |
| | 06/01/2021 | \$37.76 | \$8.10 | \$15.38 | \$0.00 | \$61.24 |
| | 12/01/2021 | \$38.67 | \$8.10 | \$15.38 | \$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 | \$48.73 | \$12.50 | \$15.70 | \$0.00 | \$76.93 |
| 06/01/2020 | \$49.83 | \$12.50 | \$15.70 | \$0.00 | \$78.03 |
| 12/01/2020 | \$50.98 | \$12.50 | \$15.70 | \$0.00 | \$79.18 |
| 06/01/2021 | \$52.08 | \$12.50 | \$15.70 | \$0.00 | \$80.28 |
| 12/01/2021 | \$53.23 | \$12.50 | \$15.70 | \$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 | \$48.73 | \$12.50 | \$15.70 | \$0.00 | \$76.93 |
| 06/01/2020 | \$49.83 | \$12.50 | \$15.70 | \$0.00 | \$78.03 |
| 12/01/2020 | \$50.98 | \$12.50 | \$15.70 | \$0.00 | \$79.18 |
| 06/01/2021 | \$52.08 | \$12.50 | \$15.70 | \$0.00 | \$80.28 |
| 12/01/2021 | \$53.23 | \$12.50 | \$15.70 | \$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 | \$32.47 | \$12.50 | \$15.70 | \$0.00 | \$60.67 |
| 06/01/2020 | \$33.22 | \$12.50 | \$15.70 | \$0.00 | \$61.42 |
| 12/01/2020 | \$34.00 | \$12.50 | \$15.70 | \$0.00 | \$62.20 |
| 06/01/2021 | \$34.75 | \$12.50 | \$15.70 | \$0.00 | \$62.95 |
| 12/01/2021 | \$35.54 | \$12.50 | \$15.70 | \$0.00 | \$63.74 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
READY-MIX CONCRETE DRIVER
TEAMSTERS 170 - Duquoinville (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 |
| 06/01/2019 | \$47.69 | \$12.00 | \$15.60 | \$0.00 | \$75.29 |
| 12/01/2019 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$0.00 | \$80.88 |

RECLAIMERS
OPERATING ENGINEERS LOCAL 4

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 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

Classification
ROLLER/SPREADER/MULCHING MACHINE
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofing)
ROOFERS LOCAL 33

| Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|-----------|---------|---------|---------------------------|------------|
| 06/01/2019 | \$47.69 | \$12.00 | \$15.60 | \$0.00 | \$75.29 |
| 12/01/2019 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$0.00 | \$80.88 |
| 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 | \$27.53 | \$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"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|-------------------------------|----------------|-----------|---------|---------|---------------------------|------------|
| SHEETMETAL WORKER | 08/01/2019 | \$48.10 | \$13.20 | \$24.12 | \$2.56 | \$87.98 |
| SHEETMETAL WORKERS LOCAL 17-A | 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

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| SPECIALIZED BARTH 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 |
| SPECIALIZED BARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 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 |
| | 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 |
| SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1 | 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 |
| | 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 |

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

Classification

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

| Effective Date | Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|------|---------|----------------------|--------|---------|---------------------------|------------|
| 10/01/2019 | | | | | | | |
| | 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

| Effective Date | Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|------|---------|----------------------|--------|---------|---------------------------|------------|
| 01/01/2020 | | | | | | | |
| | 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

| Effective Date | Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|------|---------|----------------------|---------|---------|---------------------------|------------|
| 06/01/2019 | | | | | | | |
| | 1 | 35 | \$47.69 | \$12.00 | \$15.60 | \$0.00 | \$75.29 |
| | 2 | 40 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| | 3 | 45 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| | 4 | 50 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| | 5 | 55 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| | 6 | 60 | \$52.68 | \$12.50 | \$15.70 | \$0.00 | \$80.88 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN
OPERATING ENGINEERS LOCAL 4

| Effective Date | Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|------|---------|----------------------|---------|---------|---------------------------|------------|
| 06/01/2019 | | | | | | | |
| | 1 | 35 | \$47.69 | \$12.00 | \$15.60 | \$0.00 | \$75.29 |
| | 2 | 40 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| | 3 | 45 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| | 4 | 50 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| | 5 | 55 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| | 6 | 60 | \$52.68 | \$12.50 | \$15.70 | \$0.00 | \$80.88 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| 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 | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|---------|-----------------------------|----------------------|---------|---------|---------------------------|------------|
| Step | percent | | | | | | |
| 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 | \$13.42 | \$0.00 | \$45.90 |
| 6 | 55 | | \$21.08 | \$13.00 | \$13.73 | \$0.00 | \$48.11 |
| 7 | 60 | | \$23.00 | \$13.00 | \$14.03 | \$0.00 | \$50.34 |
| 8 | 65 | | \$24.91 | \$13.00 | \$14.34 | \$0.00 | \$52.57 |
| 9 | 70 | | \$26.83 | \$13.00 | \$14.66 | \$0.00 | \$54.79 |
| 10 | 75 | | \$28.75 | \$13.00 | \$14.96 | \$0.00 | \$57.02 |

Notes:

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS
BRICKLAYERS LOCAL 3 - MARBLE & TILE

| | | | | | |
|------------|---------|---------|---------|--------|---------|
| 08/01/2019 | \$53.34 | \$10.75 | \$21.30 | \$0.00 | \$85.39 |
| 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 |

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

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 | \$40.50 | \$8.10 | \$16.80 | \$0.00 | \$65.40 |
| 06/01/2020 | \$41.49 | \$8.10 | \$16.80 | \$0.00 | \$66.39 |
| 12/01/2020 | \$42.47 | \$8.10 | \$16.80 | \$0.00 | \$67.37 |
| 06/01/2021 | \$43.49 | \$8.10 | \$16.80 | \$0.00 | \$68.39 |
| 12/01/2021 | \$44.50 | \$8.10 | \$16.80 | \$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 | \$39.22 | \$8.10 | \$16.80 | \$0.00 | \$64.12 |
| 06/01/2020 | \$40.21 | \$8.10 | \$16.80 | \$0.00 | \$65.11 |
| 12/01/2020 | \$41.19 | \$8.10 | \$16.80 | \$0.00 | \$66.09 |
| 06/01/2021 | \$42.21 | \$8.10 | \$16.80 | \$0.00 | \$67.11 |
| 12/01/2021 | \$43.22 | \$8.10 | \$16.80 | \$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 | \$39.10 | \$8.10 | \$16.80 | \$0.00 | \$64.00 |
| 06/01/2020 | \$40.09 | \$8.10 | \$16.80 | \$0.00 | \$64.99 |
| 12/01/2020 | \$41.07 | \$8.10 | \$16.80 | \$0.00 | \$65.97 |
| 06/01/2021 | \$42.09 | \$8.10 | \$16.80 | \$0.00 | \$66.99 |
| 12/01/2021 | \$43.10 | \$8.10 | \$16.80 | \$0.00 | \$68.00 |

For apprentice rates see "Apprentice- LABORER"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| 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 | \$48.23 | \$12.50 | \$15.70 | \$0.00 | \$76.43 |
| | 06/01/2020 | \$49.31 | \$12.50 | \$15.70 | \$0.00 | \$77.51 |
| | 12/01/2020 | \$50.45 | \$12.50 | \$15.70 | \$0.00 | \$78.65 |
| | 06/01/2021 | \$51.54 | \$12.50 | \$15.70 | \$0.00 | \$79.74 |
| | 12/01/2021 | \$52.68 | \$12.50 | \$15.70 | \$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 | \$51.38 | \$8.10 | \$17.20 | \$0.00 | \$76.68 |
| 06/01/2020 | \$52.37 | \$8.10 | \$17.20 | \$0.00 | \$77.67 |
| 12/01/2020 | \$53.35 | \$8.10 | \$17.20 | \$0.00 | \$78.65 |
| 06/01/2021 | \$54.37 | \$8.10 | \$17.20 | \$0.00 | \$79.67 |
| 12/01/2021 | \$55.38 | \$8.10 | \$17.20 | \$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 | \$53.38 | \$8.10 | \$17.20 | \$0.00 | \$78.68 |
| 06/01/2020 | \$54.37 | \$8.10 | \$17.20 | \$0.00 | \$79.67 |
| 12/01/2020 | \$55.35 | \$8.10 | \$17.20 | \$0.00 | \$80.65 |
| 06/01/2021 | \$56.37 | \$8.10 | \$17.20 | \$0.00 | \$81.67 |
| 12/01/2021 | \$57.38 | \$8.10 | \$17.20 | \$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 | \$43.45 | \$8.10 | \$17.20 | \$0.00 | \$68.75 |
| 06/01/2020 | \$44.44 | \$8.10 | \$17.20 | \$0.00 | \$69.74 |
| 12/01/2020 | \$45.42 | \$8.10 | \$17.20 | \$0.00 | \$70.72 |
| 06/01/2021 | \$46.44 | \$8.10 | \$17.20 | \$0.00 | \$71.74 |
| 12/01/2021 | \$47.45 | \$8.10 | \$17.20 | \$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 | \$45.45 | \$8.10 | \$17.20 | \$0.00 | \$70.75 |
| 06/01/2020 | \$46.44 | \$8.10 | \$17.20 | \$0.00 | \$71.74 |
| 12/01/2020 | \$47.42 | \$8.10 | \$17.20 | \$0.00 | \$72.72 |
| 06/01/2021 | \$48.44 | \$8.10 | \$17.20 | \$0.00 | \$73.74 |
| 12/01/2021 | \$49.45 | \$8.10 | \$17.20 | \$0.00 | \$74.75 |

For apprentice rates see "Apprentice- LABORER"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| VAC-HAUL TRANSPORTS 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 |
| | 06/01/2019 | \$34.20 | \$7.85 | \$14.88 | \$0.00 | \$56.93 |
| | 12/01/2019 | \$34.31 | \$8.10 | \$15.38 | \$0.00 | \$57.79 |
| WAGON DRILL OPERATOR LABORERS - ZONE 2 | 06/01/2020 | \$35.20 | \$8.10 | \$15.38 | \$0.00 | \$58.68 |
| | 12/01/2020 | \$36.09 | \$8.10 | \$15.38 | \$0.00 | \$59.57 |
| | 06/01/2021 | \$37.01 | \$8.10 | \$15.38 | \$0.00 | \$60.49 |
| | 12/01/2021 | \$37.92 | \$8.10 | \$15.38 | \$0.00 | \$61.40 |
| | | | | | | |

For apprentice rates see "Apprentice- LABORER"
WASTE WATER PUMP OPERATOR
OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
WATER METER INSTALLER
PLUMBERS & GASFITTERS LOCAL 12

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"
Outside Electrical - East
CABLE TECHNICIAN (Power Zone)
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

For apprentice rates see "Apprentice- LINEMAN"
CABLEMAN (Underground Ducts & Cables)
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

For apprentice rates see "Apprentice- LINEMAN"
DRIVER / GROUNDMAN CDL
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

For apprentice rates see "Apprentice- LINEMAN"
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

For apprentice rates see "Apprentice- LINEMAN"
EQUIPMENT OPERATOR (Class A CDL)
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

For apprentice rates see "Apprentice- LINEMAN"
EQUIPMENT OPERATOR (Class B CDL)
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104

For apprentice rates see "Apprentice- LINEMAN"

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/01/2019 | \$21.62 | \$8.75 | \$1.65 | \$0.00 | \$32.02 |
| | 08/30/2020 | \$22.25 | \$9.25 | \$1.67 | \$0.00 | \$33.17 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | |
| 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" | | | | | | |
| JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 09/01/2019 | \$48.05 | \$8.75 | \$17.19 | \$0.00 | \$73.99 |
| | 08/30/2020 | \$49.45 | \$9.25 | \$17.48 | \$0.00 | \$76.18 |

| Apprentice - LINEMAN (Outside Electrical) - East Local 104 | | Effective Date - | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|---------|------------------|----------------------|--------|---------|---------------------------|------------|
| Step | percent | 09/01/2019 | | | | | |
| 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 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 02/04/2019 | \$30.73 | \$4.70 | \$3.17 | \$0.00 | \$38.60 |
| TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 02/04/2019 | \$28.93 | \$4.70 | \$3.14 | \$0.00 | \$36.77 |
| TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 02/04/2019 | \$28.93 | \$4.70 | \$3.14 | \$0.00 | \$36.77 |
| TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 01/31/2016 | \$18.51 | \$3.55 | \$0.00 | \$0.00 | \$22.06 |
| This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. | | | | | | |
| This classification does not apply to wholesale tree removal. | | | | | | |
| TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 01/31/2016 | \$16.32 | \$3.55 | \$0.00 | \$0.00 | \$19.87 |

Wage Request Number: 20191127-014

Issue Date: 11/27/2019

Classification

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 rules 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. 11B-11L.

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

Issue Date: 11/27/2019

Wage Request Number: 20191127-014

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
Contract for
Door and Door Hardware Services in the Town of Natick

This Contract is made this _____ day of _____, 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 _____, 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 door and door hardware services in the Town of Natick, as set forth in the Invitation for Bids for Door and Door Hardware 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:
Second Priority:
Third Priority:

Amendments to Contract (if any)
Contract
Addenda to the IFB (if any)

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Fourth Priority:
Fifth Priority:

IFB
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

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Contract for
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right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. Any equipment shall be warranted against manufacturing and design defect for a minimum of 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
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- 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
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- (2) Massachusetts; or
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.

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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

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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
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Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

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

- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to

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

If to the Town:

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:

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.

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- 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.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national

Town of Natick, Massachusetts
Contract for
Door and Door Hardware Services in the Town of Natick

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.

- iii. 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

Town of Natick, Massachusetts
Contract for
Door and Door Hardware Services in the Town of Natick

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
Door and Door Hardware 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: _____

(Printed Name of Contractor)

by:

Signature

Printed Name

Printed Title

Dated: _____

Town of Natick, Massachusetts
Contract for
Door and Door Hardware 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.

Dated: _____

Arti P. Mehta
Comptroller, Town of Natick

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

Dated: _____

Karis L. North, Esq.

Town of Natick, Massachusetts
Contract for
Door and Door Hardware Services in the Town of Natick

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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

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

_____, _____; or
(Name) (Title)

_____, _____,
(Name) (Title)

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

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

Signature

Printed Name

Printed Title

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

2/20/2020

Town of Natick Mail - Door/Door Hardware

Bryan Leblanc <bleblanc@natickma.org>



Door/Door Hardware Bid

2 messages

Thu, Feb 20, 2020 at 2:07 PM

Bryan Leblanc <bleblanc@natickma.org>
To: John Donohue <johndonohue@neschool.com>

John:

In addition to calling me tomorrow to confirm pricing, could you please also confirm in writing that there are no lawsuits pending or please list any/all lawsuits against New England School Services? Note that this will not be a bar to award. We ask as part of our due diligence. Thank you for your assistance!

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

Thu, Feb 20, 2020 at 4:40 PM

John Donohue <johndonohue@neschool.com>
To: Bryan Leblanc <bleblanc@natickma.org>

Hi Bryan,

We are unaware of any suits having been filed against New England School Services at this time and none are in process at this time.

Best,

John Donohue

New England School Services Inc.

Doors, Door Hardware, and Restroom Partitions

Sales - Installation - Service

98 Hicks Avenue

Medford, Massachusetts 02155

<https://mail.google.com/mail/u/0/?ik=dc37439454&view=pt&search=all&permthid=thred-a%3Ar-2895725587811457606&simpl=msg-a%3Ar6730074>

2/20/2020

Town of Natick Mail - Door/Door Hardware Bid

O 617 776 4700,

C 781 866 3349

john.donohue@neschool.com

www.neschool.com

[Quoted text hidden]



AIA Document A312™ – 2010

Bond No. UCSX2X2686

Performance Bond

CONTRACTOR:

(Name, legal status and address)

New England School Services, Inc.
98 Hicks Ave
Medford, MA 02155

OWNER:

(Name, legal status and address)

Town of Natick
75 West Street
Natick, MA 01760

CONSTRUCTION CONTRACT

Date: March 30, 2020

Amount: \$30,800.00

Description:

(Name and location)

Contract for Door/Door Hardware Services

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company
292 Newbury St., #105
Boston, MA 02115

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: June 1, 2020


(Not earlier than Construction Contract Date)

Amount: \$30,800.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
New England School Services, Inc.

Signature: 

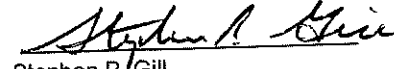
Name

and Title:

Brian H. Hasty
Vice president
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
United Casualty and Surety Insurance Company

Signature: 

Name

and Title:

Stephen P. Gill
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cross Insurance-Wakefield, Inc.
401 Edgewater Place, Suite 220
Wakefield, MA 01880
(978)887-4900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

| | |
|--------------------------------|------------------|
| CONTRACTOR AS PRINCIPAL | SURETY |
| Company: _____ | Company: _____ |
| (Corporate Seal) | (Corporate Seal) |

| | |
|-----------------------|-----------------------|
| Signature: _____ | Signature: _____ |
| Name and Title: _____ | Name and Title: _____ |
| Address _____ | Address _____ |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA Document A312™ – 2010

Payment Bond

Bond No. UCSX2X2686

CONTRACTOR:

(Name, legal status and address)

New England School Services, Inc.
98 Hicks Ave
Medford, MA 02155

SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company
292 Newbury St., # 105
Boston, MA 02115

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Town of Natick
75 West Street
Natick, MA 01760

CONSTRUCTION CONTRACT

Date: March 30, 2020

Amount: \$30,800.00

Description:

(Name and location)

Contract for Door/Door Hardware Services

BOND

Date: June 1, 2020

(Not earlier than Construction Contract Date)

Amount: \$30,800.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
New England School Services, Inc.

SURETY

Company: (Corporate Seal)
United Casualty and Surety Insurance Company

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name Stephen P. Gill

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cross Insurance-Wakefield, Inc.
401 Edgewater Place, Suite 220
Wakefield, MA 01880
(978)887-4900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

POWER OF ATTORNEY

Agency No. **172064**

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:

Michael J. Regan, Stephen P. Gill, Laurence R. Hall, Robert Sennott and Vincent Thorne

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 Three Million & 00/100 Dollars (\$3,000,000.00). 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 13th day of December, 2019.

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


Joel R. Chachkes, Treasurer

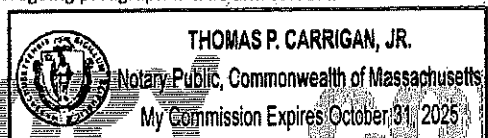
Corporate Seals

Commonwealth of Massachusetts
County of Suffolk ss:

On this 13th day of December, 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 1 day of

JUNE 2020

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)
02/18/2020

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 Cross Insurance-Wakefield 401 Edgewater Place Suite 220 Wakefield MA 01880 | | CONTACT NAME: Stephen Gill PHONE (A/C, No, Ext): (781) 814-1000 E-MAIL: sgill@crossagency.com ADDRESS: FAX (A/C, No): (781) 224-5777 | |
| INSURED New England School Services, Inc. 98 Hicks Ave Medford MA 02155 | | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity of America NAIC # 25658 INSURER B: The Phoenix Insurance Co 25666 INSURER C: Travelers Property Casualty Co of America 25674 INSURER D: Travelers Indemnity Company of CT 25682 INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL1912608283 **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|-----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" 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 | | | 4T-CO-1G654441-IND-19 | 08/12/2019 | 08/12/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | CUP-6J859948 | 08/12/2019 | 08/12/2020 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| C | 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 checked="" type="checkbox"/> N | N/A | UB-8K48602-19 | 08/12/2019 | 08/12/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Town of Natick is an additional insured with respects to General Liability, Automobile and Umbrella Coverage as required by written contract. | | | | | | |

CERTIFICATE HOLDER

Town of Natick
75 West Street

Natick MA 01760

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

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