



CITY OF EVERETT, MASSACHUSETTS
888 Broadway
Asbestos Containing Material Removal
CITY PROJECT NO.: MUN-26-97B

Delivery Method: M.G.L. c.149, §§ 44A-44H inclusive

OWNER:

City of Everett, Massachusetts
484 Broadway, Room 14
Everett, MA 02149

CONSULTANT:

Universal Environmental Consultants
12 Brewster Road
Framingham, MA 0702

July 6, 2026

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Section 00300

CITY OF EVERETT, MASSACHUSETTS

888 Broadway

Asbestos Containing Material Removal

City Project No.: MUN-26-97B

**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS:
ASBESTOS ABATEMENT CONTRACTOR SERVICES**

Summary of Work: Asbestos abatement and related work. All work is to be performed in accordance with the Bid Documents as herein defined.

Estimated construction cost is \$900,000.00

On-Site Construction Start: August 24, 2026

Substantial Completion: November 1, 2026

The City of Everett (the “City”) hereby requests bids from: Asbestos Abatement Contractors interested in bidding.

BID PROCESS

All bids for this project are subject to the applicable provisions of Massachusetts General Laws, Chapter 30, § 39M and Chapter 149, §§ 44A-44H inclusive. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, §§ 26-27 inclusive. The City reserves the right to waive any informalities in or to reject any and all bids if it be in the best interest of the City to do so.

These instructions provide Bidders with information intended to enable them to prepare and submit Bids for consideration and evaluation by the City. The procurement process will consist of one phase of bidding. These instructions cover all work as documented in the attached bid documents, as modified by addenda, if any (collectively, the “Bid Documents”). The work outside of the publicly bid sub-trades will be awarded to an Asbestos Abatement Contractor. After the sub-bids are opened and reviewed, the tabulation of bids of sub-bidders in each publicly bid trade will be distributed to Asbestos Abatement Contractors. Asbestos Abatement Contractors will include publicly bid sub-trades in their general bid. The City’s form of Owner-Contractor Agreement and the form of subcontract is included with these Bid Documents.

Every General Bidder must be certified by the Division of Capital Asset Management (“DCAMM”) in the category of Asbestos Abatement Contractor. General Bidders must have a DCAMM Project limits of not less than \$1,500,000.00 dollar per Single Project and not less than \$2,500,000.00 per Aggregate Project Limit. General Bids will be valid only when accompanied by a valid and current Certificate of Eligibility

and Contractor Update Statement summarizing the General Bidder's record for the period between the latest DCAMM certification and the date the contractor submits its Bid. Every Sub-bidder must be certified by the DCAMM for the dollar amount of their sub-bid. Sub-bids will be valid only when accompanied by a Certificate of Eligibility and an Update Statement.

Bidders submitting bids for Asbestos Abatement Contractor Services shall submit a Bid that shall include all of the required items on the enclosed forms.

Bidders submitting bids for Subcontractor Services shall submit a Bid that shall include all of the required items on the enclosed forms, including but not limited to, a proposed lump sum price for the sub-trade's scope of work. The cost of performance and labor and materials bonds shall be set forth separately as a unit price. The selected sub-trade bids, when combined with the selected Asbestos Abatement Contractor bids, will establish the Stipulated Sum for the entire project.

Each Bid proposal must be secured by an accompanying deposit of five (5) percent of the total amount of the Bid. Deposits shall be in the form of a bid bond, certified check, treasurer's or cashier's check payable to the City of Everett. No cash will be accepted. Bid deposits of all General Bidders, except those of the three lowest responsible and eligible Bidders, will be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of General Bids. The bid deposits of the three lowest responsible and eligible General Bidders shall be returned upon the execution and delivery of the General Contract or, if no award is made, then at the expiration of thirty (30) days after the opening of the bids, Saturdays, Sundays, and legal holidays excluded, unless they are forfeited by failure to sign the Contract. In case of refusal or failure to enter into the proposed contract or furnish required bonds as stated in its Bid, the Bidder shall forfeit the bid deposit and the amount shall become the property of the City as liquidated damages, provided that the amount of the bid deposit subject to forfeiture shall not, in any event, exceed the difference between the Bidder's price and the bid price of the next lowest responsible and responsive Bidder.

A BIDDER MAY NOT, IN ITS PROPOSAL, TAKE EXCEPTION TO THE FORM OF OWNER-CONTRACTOR AGREEMENT OR OTHERWISE CONDITION ITS PROPOSAL ON CHANGES TO THE FORM OF OWNER-CONTRACTOR AGREEMENT. THE BIDDERS TO WHOM CONTRACTS ARE AWARDED WILL BE REQUIRED TO ENTER INTO THE CITY FORM OF OWNER-CONTRACTOR AGREEMENT OR THE STATUTORY FORM OF SUBCONTRACT AGREEMENT, AS APPROPRIATE, WITHIN FIVE (5) BUSINESS DAYS OF PRESENTATION OF THE CONTRACT BY THE CITY.

SCHEDULE OF BID PROCESS:

- Bid Documents available to Bidders: July 15, 2026
- Pre-Bid Conference: 10:00AM on July 22, 2026, at 888 Broadway, Everett, MA
- Question/Clarification Period closes:
 - For Subcontractors: Not Applicable.
 - For General Bidder: 5:00PM on July 23, 2026
- Bid Submission Deadline:
 - For Subcontractors: Not Applicable.
 - For Asbestos Abatement Contractors: 11:00AM on July 30, 2026
Everett City Hall, Purchasing Dept, Room 14, 484 Broadway, Everett, MA 02149.

BIDDER'S REPRESENTATIONS:

Each Bidder by making a proposal or Bid represents that:

1. The Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith. The Bidder has visited the site where the Work is to be performed and is familiar with the local conditions under which the Work will be performed. Failure to examine the Bid Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.
2. The information contained in the Bid is true and complete.
3. The Bid has been prepared in good faith and has been duly and properly authorized for submission on behalf of the Bidder.
4. In preparation and development of the Bid, the Bidder has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Project from any representative of the City, its agents, or consultants, which was not issued in writing by the City to all Bidders.
5. The Bidder has filed with the Secretary of State all certificates and annual reports required by Chapter 156D, section 16.22 (domestic and foreign corporation), Section 15.03 (foreign corporations), Section 109 (Massachusetts business corporation), or Chapter 180, Section 26A (non-profit corporation) as applicable, of the Massachusetts General Laws.

REQUESTS FOR INTERPRETATION:

Bidders shall promptly notify the City in writing of any ambiguity, inconsistency or error, which they may discover upon examination of the Bid Documents, the site, and local conditions.

Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designer with a copy of the City by email or by fax as follows:

Owner's Project Manager:

Eileena Long, LeftField

Leena.Long@LeftFieldpm.com

COPY:

Kiara M. Freeman, Chief Procurement Officer

Everett City Hall, Purchasing Dept.

484 Broadway, Room 14

Everett, Massachusetts, 02149

Kiara.Freeman@ci.everett.ma.us

Requests via phone will not be accepted. Any responses to written questions will be issued as an addendum to the Bidding Documents. The City will not be responsible for, and a Bidder may not rely upon or use as the basis of any claim or protest against the City or a consultant of the City, any

information, explanation or interpretation of this Invitation to Bid/Instructions to Bidders rendered in any fashion except as explicitly herein provided.

It is the sole responsibility of Bidders to ascertain the existence of any and all Addenda. Only written Addenda issued as described in these Instructions to Bidders shall be effective to modify the Bid Documents.

Any Bidder that contacts directly or indirectly any member or employee of the City, or the City's consultants, in connection with the selection process or the contract contemplated herein, other than by participation in the pre-bid conference, submission of a written question or request for clarification or interpretation as prescribed in this section, may be subject to disqualification and rejection of its Bid.

PREPARATION AND SUBMISSION OF BIDS:

Bids shall be submitted on the appropriate Bid Form attached hereto.

- All entries on the Bid Form shall be made by typewriter or in ink.
- No modifications should be made to the Bid Forms.
- Sums shall be expressed in both words and figures in the space indicated on the Bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- If the requirement of Performance and Payment Bonds for filed subcontractors is left blank by the General Bidder on the Form for General Bid, the Awarding Authority shall interpret this as a "yes". No increase in contract price will be allowed for providing these bonds.
- Costs for subcontractor's bond premiums shall be paid for by the Asbestos Abatement Contractor in accordance with M.G.L. c. 149, § 44F.
- Total lump sum price will be basis of award regardless of any mathematical errors by bidders.
- For subcontractors bidding multiple trades, each subtrade must be submitted on a separate bid form.

Bids shall be enclosed in a **sealed envelope** with the following plainly marked on the outside:

Bid for: **Kiara M. Freeman, Chief Procurement Officer
Everett City Hall, Purchasing Department, Room 14
Everett, MA, 02149**

888 Broadway Asbestos Containing Material Removal

CITY PROJECT NO.: MUN-26-97B

Trade Name, if applicable

Bidder's Name, Business Address, and Phone Number

Bids must be received at Everett City Hall, Purchasing Dept, 484 Broadway, Room 14, Everett, MA 02149 on or before 5:00PM on July 23, 2026, for General Bid. Timely delivery of a Bid to the location designated shall be the full and sole responsibility of Bidder.

WITHDRAWAL OF BIDS:

Any Bid may be withdrawn (retracted) prior to the time designated for receipt of bids upon written request made to the City of Everett. Withdrawal of Bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile or electronic mail on or before the date and time set for receipt of Bids. Withdrawn Bids may be modified and resubmitted up to the time designated for the receipt of Bids.

EVALUATION PROCESS:

The City will evaluate all Bids in accordance with the provisions of the Bid Documents and the criteria described below. The City may consider all information contained in the Bidder's DCAMM Qualifications Statement and the Bid, and any other information obtained or received by the City. Any Proposal from a Bidder that is determined to be nonresponsive or unacceptable may be rejected. Bids that are deemed to be unrealistic inasmuch as the price proposed, in the judgment of the City, substantially deviates from the City's estimate of cost to complete all of the Work, or portion thereof, will be considered as not responsive to the Invitation to Bid and may be rejected at the sole discretion of the Authority.

The City will award the contract in accordance with the "CONTRACT AWARD" section below. Before award, the City may first conduct interviews with selected Bidders. The purpose of the interviews will be to clarify and assure understanding of the contents of the Bid, as well as the requirements of the Bid Documents and the contract, discuss deficiencies or uncertainties in the Bid, discuss cost and fee information, and discuss any other matters relevant to such Bid as the City may determine appropriate. No statements made or actions taken by any representative of the City during such discussions shall be binding on the City. If requested by the City, some or all of the key personnel identified in the Bidder's DCAMM Qualifications Statement or Bid will be required to participate in the discussions or to be available for an interview with City representatives.

EVALUATION CRITERIA

The criteria listed below are the criteria that will be applied to evaluate the Bids.

A. Price Proposal

Award will be to the lowest responsive and responsible Bidder provided that all required documents listed below are attached and satisfactory. The City may consider in its evaluation the reasonableness of the prices proposed by the Bidder.

B. Required Documents to be Submitted for Bidding

1. Bid Form.
2. Bid Deposit of 5% of the total bid amount (bid bond, certified check, or treasurer's or cashier's check payable to the City of Everett).
3. A proposed construction schedule showing all work included in the Bid. The proposed construction schedule must include key milestones including completion, commissioning, inspections, and occupancy.
4. DCAMM Update Statement and Certificate of Eligibility.
5. Asbestos Abatement Contractor or Subcontractor Bid Certifications, as appropriate.

CONTRACT AWARD:

The City will open Bids on the Bid Due Date immediately following the Bid Submission Deadline. Bids will be read publicly, and a register will be maintained of those firms submitting timely Bids.

The City will award the General Contract and Subcontract(s) to the lowest responsible and eligible bidder in each trade category within thirty (30) days after the opening of Bids. The selected Bidders will be notified in writing.

If a selected Bidder fails or refuses to execute the Owner-Contractor Agreement or Subcontractor Form of Agreement in the form included in the Bid Documents, as modified by addenda, if any, and furnish the other documents required in connection with execution of the contract, within five (5) business days after the presentation of the Owner-Contractor or Subcontractor Agreement, as applicable, by the City, the City may award the contract to another bidder.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS if it determines that such action is in the best interest of the City. Any Bid which is incomplete, conditional or obscure may be considered invalid and the City may reject such Bid. In addition, the City may reject any Bid which is not prepared and submitted in accordance with all requirements of these Bid Documents and the attached forms, or which contains alterations, contingencies or additions not called for or errors or irregularities of any kind; PROVIDED, HOWEVER, that the City reserves the right to waive any and all informalities or minor

irregularities contained in the Bid. If these Bid Documents, the Bid Forms, or any other document or applicable law requires submission of certain information or other items as a part of or to accompany Bids and any Bidder neglects to furnish such information or other items with its Bid, the City may reject the Bid of such Bidder as incomplete; PROVIDED, HOWEVER, that the City reserves the right to deem any such omission as an informality for which such Bid will not be rejected, and to subsequently receive such information or other items prior to award of the contract.

As used herein, the term "lowest responsive and responsible bidder" shall mean the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work described in the Bid documents, and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The City may consider the reasonableness of the prices proposed for the scope of the work involved in its evaluation of the Bids.

The City reserves the right to amend these Bid Documents at any time. Any amendments to these Bid Documents shall be issued by means of addenda. All addenda so issued shall become part of these Bid Documents.

The City reserves the right to withdraw this Invitation to Bid at any time in its sole discretion before award of a contract.

The City assumes no responsibility for the costs incurred by the Bidders in the preparation of a Bid or any related activities. The Bid Documents and this ITB/Instructions to Bidders have been prepared solely to solicit Bids and are not contract offers. The only documents that may be binding on the City is the **Owner-Contractor Agreement** duly executed by the City and the selected Asbestos Abatement Contractor.

COUNCIL APPROVAL

In all cases, the award of the contract shall be subject to the approval of the Members of the Everett City Council in public meeting.

INFORMATION

The City's receipt or discussion of any information (including information contained in the proposal and any ideas or other material communicated or exhibited by the Bidder or on its behalf) shall not impose any obligation whatsoever on the City or entitle the Bidder to any compensation therefor, except to the extent specifically provided in such written agreement as may be entered into between the City and the Bidder. Any such information given to the City before, with, or after submission of the proposal, either orally or in writing, except as noted below, is not given in confidence, and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph, whether made as part of or in connection with any information received from the Bidder or made at any other time in any fashion, shall be void and of no effect.

ATTACHMENTS

This IFB includes the following attachments:

Attachment A – Sample Bid Form - Asbestos Abatement Contractor Services

Attachment B – General Bid Certifications

CITY OF EVERETT, MASSACHUSETTS

**888 Broadway
Asbestos Containing Material Removal
CITY PROJECT NO.: MUN-26-97B**

ATTACHMENT A

Sample Bid Form – Asbestos Abatement Contractor Services

Section 00410

CITY OF EVERETT, MASSACHUSETTS

888 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: MUN-26-97B

FORM FOR GENERAL BID

Firm's Name: _____

(A) The Undersigned proposes to furnish all labor and materials required for the **888 Broadway Asbestos Containing Material Removal**, in accordance with the accompanying plans and specifications prepared by Universal Environmental Consultants for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

(B) This Bid includes addenda numbered _____

(C) The proposed fixed contract price is _____ dollars
(\$_____).

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this Bid.

The undersigned agrees that if he is selected as Asbestos Abatement Contractor, he will promptly confer with the City on the question of sub-bidders; and that the City may substitute for any sub-bid listed above a sub-bid filed with the City by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

(E) The undersigned agrees that, if he is selected as Asbestos Abatement Contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company qualified to do business under the laws of

the Commonwealth and satisfactory to the City and each in the sum of the contract price, the premiums for which are to be paid by the Asbestos Abatement Contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

(F) The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

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

The undersigned certifies that there have been no substantial changes to its financial position or business organization since its most recent DCAMM update statement.

Date: _____

Name of Contractor- General Bidder

Signature

Title & Name of Person Signing Bid

Business Address

City and State

State of Incorporation

Telephone

Facsimile

Email

Taxpayer ID#

Attach: DCAMM Certificate of Eligibility
 DCAMM Update Statement
 List of Completed Construction Projects Submitted most recently to DCAMM
 Bid Deposit
 General Bid Certifications

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CITY OF EVERETT, MASSACHUSETTS

888 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: MUN-26-97B

ATTACHMENT B

General Bid Form Certifications

CITY OF EVERETT, MASSACHUSETTS

888 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: MUN-26-97B

GENERAL BID CERTIFICATIONS

Certification Regarding Labor: The undersigned hereby certifies under penalties of perjury that: (i) that all employees to be employed in the work included in this Bid 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; and (ii) any employee found on worksite subject to this Bid without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration shall be subject to immediate removal.

Certification Regarding Financial Position/Business Organization: The undersigned certifies under penalty of perjury that there have been no substantial changes to its financial position or business organization since its most recent DCAMM update statement.

Certification Regarding Tax Compliance: The undersigned further certifies under penalty of perjury that the said undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support pursuant to the provisions of M.G.L. c. 62C, §49A(b).

Certification of Compliance of Secretary of State Requirements: The undersigned further certifies under penalty of perjury that the Bidder has filed with the Secretary of State for the Commonwealth of Massachusetts all certificates and annual reports required by Chapter 156B, Section 109 (business corporation), by Chapter 181, Section 4 (foreign corporation), or Chapter 180, Section 26A (non-profit corporation) of the Massachusetts General Laws.

Certification Regarding Non-Collusion: The undersigned further certifies under penalty 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.

Certification Regarding Prevailing Wage Compliance: The undersigned further certifies under penalty of perjury that the said undersigned shall comply with the provisions of sections 26 and 27D of chapter one hundred and forty-nine of the General Laws governing the payment of prevailing wages.

[SIGNATURE ON FOLLOWING PAGE]

Date: _____

Name of Contractor- General Bidder

Signature

Title & Name of Person Signing Bid

Business Address

GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

CITY OF EVERETT, MASSACHUSETTS

888 Broadway

Asbestos Containing Material Removal

CITY PROJECT NO.: MUN-26-97B

CONTRACTING REQUIREMENTS

Form of Performance Bond and Payment Bond (A312-2010)

 AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place
of business)

OWNER:
(Name, legal status and address)

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.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER: **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 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

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.

/

 AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place
of business)

OWNER:
(Name, legal status and address)

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.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL **SURETY**
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER: **OWNER'S REPRESENTATIVE:**
(Architect, Engineer or other party:)

Init.

/

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§ 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 _____

Init.

/

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2CFR200 Appendix II Contract Provisions FOR CONTRACTS UTILIZING FEDERAL FUNDING

The work to be completed pursuant to this RFP is funded in whole or in part by American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) under Federal Assistance Listing Number (ALN) 21.027. The following terms will become a part of each solicitation (Bid/RFP) package. The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the City of Everett, Company, or any other party pertaining to any matter resulting from the contract.

INDEX

1. Remedies for Breach of Contractual Agreement; Sanctions and Penalties.
2. Termination for Cause and Convenience.
3. Clean Air Act.
4. Debarment and Suspension (Executive Orders 12549 and 12689).
5. Procurement of recovered materials (2 C.F.R. § 200.323).
6. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).
7. Domestic preferences for procurements (2 C.F.R. § 200.322).
8. Equal Employment Opportunity Clause.
9. Davis-Bacon Act.
10. Contract Work Hours and Safety Standards.
11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
12. Rights to inventions made under a contract or agreement.

1. REMEDIES FOR BREACH OF CONTRACTUAL AGREEMENT; SANCTIONS AND PENALTIES

APPLICABILITY: This provision shall apply in the event that the Contract or Purchase Order exceeds the Simplified Acquisition Threshold.
See 2 CFR § 200 App. II(A).

It is hereby understood and mutually agreed, by and between the Company and the City, that the date of beginning and the time for completion of the work to be done hereunder are material conditions of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Company agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Company shall neglect, fail or refuse to complete the work within the time herein specified, or any extension thereof granted by the City, then the Company does hereby agree, as a partial consideration for the awarding of this Contract, to pay the City the amount specified in the Contract, not as a penalty but as liquidated damages for such Breach of Contract as hereinafter set forth, for each and every calendar day the Company shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in such event and said amount shall be retained from time to time by the City from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of any specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Company shall not be charged with liquidated damages or any excess cost when the City determines that the Company is without fault and the Company's reasons for the time extensions are acceptable to the City; provided further, that the Company shall not be charged with liquidated damages or an excess cost when the delay in completion of the work is due to:

- (a) Any preference, priority or allocation order duly issued by the government;
- (b) Unforeseeable cause beyond the control and without fault of negligence of the Company, including, but not restricted to, acts of God or the public enemy, acts of the City, acts of another Company in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; or
- (c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

PROVIDED FURTHER, that the Company shall within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the Contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Company within a reasonable time of its decision in the matter. The amount of liquidated damages for this project shall be Five Hundred Dollars (\$500.00) per consecutive calendar day.

2. TERMINATION FOR CAUSE AND CONVENIENCE

APPLICABILITY: This provision shall apply in the event that the Contract or Purchase Order exceeds \$10,000.00. See 2 CFR 200 App. II(B).

Where the Contract exceeds \$10,000.00, the City may terminate this Contract by providing the Company with ten (10) days' written notice specifying the reasons for termination, as outlined below:

- (a) Violation of any of the provisions of this Contract by the Company or any of their subcontractors;
- (b) A determination by the City that the Company has engaged in fraud, waste, mismanagement,
- (c) misuse of funds, or criminal activity with any funds provided by this Contract; or
- (d) Failure of the Company, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established.

If the City determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the City may suspend work or terminate this agreement by providing notice to the Company in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the City may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the City shall provide written notice of termination to the Company, and the Company shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the City shall pay the Company for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Company shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

3. CLEAN AIR ACT

APPLICABILITY: This provision shall apply in the event that the Contract or any subgrant thereunder is a sum in excess of \$150,000.00.
See 2 CFR § 200 App. II(G)

Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Company further acknowledges and understands that Company shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

4. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

APPLICABILITY: This provision shall apply to all Contracts.

Company certifies that neither Company nor any employer or subcontractor is a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(J); 2 CFR § 200.323.

Company acknowledges and understands that, in performing the work specified under this contract, Company shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(K); 2 CFR § 200.216.

Company certifies that it shall not procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Company covenants not to procure, obtain, use, or use systems that incorporate: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or Telecommunications or video surveillance services provided by such entities or using such equipment; or Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

7. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

APPLICABILITY: This provision shall all apply to all Contracts.
See 2 CFR § 200 App. II(L); 2 CFR § 200.322.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

APPLICABILITY: This provision shall apply in the event that the Contract meets the definition of “federally assisted construction contract” as set forth at 41 CFR § 60–§1.3, where not otherwise provided under 41 CFR Part 60. See 2 CFR § 200 App. II(C). All contracts that meet the definition of “federally assisted construction contract” set forth at 41 CFR § 60–1.3.

During the performance of this Contract, the Company agrees as follows:

- (a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (c) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.
- (d) The Company will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Company's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Company will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

9. DAVIS-BACON ACT

APPLICABILITY: This provision shall apply to all prime construction contracts in excess of \$2,000.00. See 2 CFR § 200 App. II(D). **For projects in which the only Federal funds used are ARPA State and Local Fiscal Recovery Funds, the below certification only need be provided if the total project value is \$10,000,000.00 or more.**

DAVIS-BACON PREVAILING WAGE

The Company acknowledges that the decision to award this Contract is conditioned upon Company's acceptance of the wage determination, and upon continuing compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Pursuant to the Davis-Bacon Act, Company's must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determinations, incorporated into this Contract. Company further acknowledges and understands that Company shall be required to pay wages not less than once a week.

DAVIS-BACON PREVAILING WAGE CERTIFICATION

Company certifies that Company and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26–27H, the federal Davis Bacon Act, and other related acts.

In the event of any inconsistency between the Davis-Bacon Wage Rates and any prevailing wage rates published by the Commonwealth of Pennsylvania and applicable to this Contract, the higher of the two wages shall apply.

Signature of Company's authorized official

Date: _____

Name (printed)

Title (printed)

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

APPLICABILITY: This provision shall apply in the event that the contract is awarded for a sum exceeding \$100,000.00 and involves the employment of mechanics or laborers.

Where the Contract: (1) is awarded for a sum exceeding \$100,000; and (2) will involve the employment of mechanics or laborers, the Company shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Company shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 shall apply construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. BYRD ANTI-LOBBYING; COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. § 3145)

APPLICABILITY: This provision shall all apply to all Contracts. In the event that the Contract is for a sum exceeding \$100,000.00, the Company shall also certify and file the Byrd Anti-Lobbying Amendment Certification.

BYRD ANTI-LOBBYING AMENDMENT

Company certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

Company further understands and acknowledges that it shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

COPELAND “ANTI-KICKBACK” ACT

Company acknowledges and understands that the awarding of this contract is conditioned upon Company’s compliance with the Federal Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Company or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BYRD ANTI-LOBBYING AMENDMENT:
REQUIRED CERTIFICATION FOR AWARDS EXCEEDING \$100,000

The undersigned certifies, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.¹

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Companies shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Company's authorized official

Date: _____

Name (printed)

Title (printed)

¹ Standard Form-LLL available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

APPLICABILITY: This provision shall apply in the event that the Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 CFR § 401.2(a). A “funding agreement” is “any contract, grant, or cooperative agreement entered into between any Federal agency... and any Company for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.”

In the event that this Contract is funded by a Federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

ATTACHMENT

DAVIS-BACON

WAGE RATES

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

State: Massachusetts

Construction Types: Building

Counties: Massachusetts Counties of
Barnstable, Bristol, Dukes, Essex,
Middlesex, Nantucket, Norfolk and
Suffolk

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0006-001 09/01/2024

	Rates	Fringes
INSULATOR/ASBESTOS WORKER (ZONE B) ZONE B- BARNSTABLE COUNTY (BARNSTABLE, BOURNE, FALMOUTH, MASHPEE, SANDWICH), BRISTOL COUNTY (ALL CITIES EXCEPT EASTON),AND NORFOLK COUNTY (BELLINGHAM, FRANKLIN, PLAINVILLE).....	\$ 55.45	36.63
INSULATOR/ASBESTOS WORKER (ZONE A) ZONE A- BARNSTABLE COUNTY (BREWSTER, CHATHAM, DENNIS, EASTHAM, HARWICH, ORLEANS, PROVINCETOWN, TRURO, WELLFLEET, YARMOUTH) BRISTOL COUNTY (EASTON), MIDDLESEX COUNTY, AND NORFOLK COUNTY (AVON, BRAINTREE, BROOKLINE, CANTON, COHASSET, DEDHAM, DOVER, FOXBOROUGH, HOLBROOK, MEDFIELD, MEDWAY, MILLIS, MILTON, NEEDHAM, NORFOLK, NORWOOD, QUINCY, RANDOLPH, SHARON, STOUGHTON, WALPOLE, WELLESLEY, WESTWOOD, WEYMOUTH).....	\$ 55.45	36.63

ASBE0006-002 09/01/2024

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS WHETHER THEY CONTAIN ASBESTOS OR NOT (BARNSTABLE (BREWSTER, CHATHAM, DENNIS, EASTHAM, HARWICH, ORLEANS, PROVINCETOWN, TRURO, WELLFLEET AND YARMOUTH); BRISTOL (EASTON); ESSEX; MIDDLESEX; NORFOLK (AVON, BRAINTREE, BROOKLINE, CANTON, COHASSET, DEDHAM, DOVER, FOXBORO, HOLBROOK, HULL, MEDFIELD, MEDWAY, MILLIS, MILTON, NEEDHAM).....	\$ 55.45	36.63

ASBE0006-010 09/01/2024

	Rates	Fringes
INSULATOR/ASBESTOS WORKER: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS.....	\$ 55.45	36.63

BOIL0029-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 50.62	28.82

BRMA0001-008 08/01/2023

	Rates	Fringes
BRICKLAYER, CEMENT MASON, PLASTERER (FOXBORO CHAPTER BRISTOL (ATTLEBORO, BERKLEY, DIGHTON, MANSFIELD, NORTH ATTLEBORO, NORTON, RAYNHAM, REHOBOTH, SEEKONK, TAUNTON) AND NORFOLK (BELLINGHAM, CANTON, DEDHAM, FOXBORO, FRANKLIN, NORFOLK, NORWOOD, PLAINVILLE, SHARON, WALPOLE, WESTWOOD, WRENTHAM) COUNTIES).....	\$ 60.26	33.71

BRMA0001-009 08/01/2023

	Rates	Fringes
BRICKLAYER AND PLASTERER (LOWELL CHAPTER MIDDLESEX (ACTON, ASBY, AYER, BEDFORD, BILLERICA, BOXBORO, CARLISLE, CHEMSFORD, DRACUT, DUNSTBLE, FT. DENVENS, GROTON, LITTLETON, LOWELL, NORTH ACTON, PEPPERELL, SHIRLEY, SOUTH ACTON, TEWKSBURY, TOWNSEND, TYNGSBORO, WEST ACTON, WESTFORD, WILMINGTON)).....	\$ 60.26	33.71

BRMA0001-010 08/01/2023

	Rates	Fringes
BRICKLAYER (LOWELL CHAPTER MIDDLESEX (ASHLAND, FRAMINGHAM, HOLLISTON, HOPKINTON, HUDSON, MAYNARD, NATICK, SHERBVORN, STOW); AND NORFOLK (MEDFIELD, MEDWAY, MILLIS)).....	\$ 60.26	33.71

BRMA0003-001 08/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 63.44	37.33
MARBLE, TILE & TERRAZZO WORKERS.....	\$ 64.52	37.51
MARBLE & TILE FINISHER.....	\$ 49.32	35.26

BRMA0003-003 08/01/2024

	Rates	Fringes
BRICKLAYER (BOSTON CHAPTER MIDDLESEX (ARLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, SOMERVILLE); NORFOLK (BROOKLINE, MILTON); AND SUFFOLK).....	\$ 64.50	37.54

BRMA0003-006 08/01/2024

	Rates	Fringes
BRICKLAYER, CEMENT MASON AND PLASTERER (LYNN CHAPTER ESSEX (AMESBURY, ANDOVER, BEVERLY, BOXFORD, DANVERS, ESSEX, GEORGETOWN, GLOUCESTER, GROVELAND, HAMILTON, HAVERHILL, IPSEWICH, LAWRENCE, LYNN, LYNNFIELD, MANCHESTER, MARBLEHEAD, MERRIMAC, METHUEN, MIDDLETON, NAHANT, NEWBURY, NEWBURYPORT, NORTH ANDOVER, PEABODY, ROCKPORT, ROWLEY, SALISBURY, SALEM, SAUGUS, SWAMPSCOTT, TOPSFIELD WAKEFIELD, WENHAM, WEST NEWBURY); AND MIDDLESEX (READING, NORTH READING, WAKEFIELD)).....	\$ 64.50	37.54

BRMA0003-007 08/01/2024

	Rates	Fringes
BRICKLAYER AND PLASTERER (WALTHAM CHAPTER MIDDLESEX (BELMONT, BURLINGTON, CONCORD, LEXINGTON, LINCOLN, STONEHAM, SUDBURY, WALTHAM, WATERTOWN, WAYLAND, WESTON, WINCHESTER, WOBURN)).....	\$ 64.50	37.54

BRMA0003-008 08/01/2024

	Rates	Fringes
BRICKLAYER, CEMENT MASON AND PLASTERER (NEWTON CHAPTER MIDDLESEX (NEWTON) AND NORFOLK (DOVER, NEEDHAM, WELLESLEY)).....	\$ 64.50	37.54

BRMA0003-009 08/01/2024

	Rates	Fringes
BRICKLAYER, CEMENT MASON AND PLASTERER (NEW BEDFORD BARNSTABLE; BRISTOL (ACUSHNET, DARMOUTH, FARHAVEN, FALL RIVER, FREETOWN, NEW BEDFORD, SOMERSET, SWANSEA, WESTPORT); DUKES; AND NANTUCKET COUNTIES).....	\$ 64.50	37.54

BRMA0003-010 08/01/2024

	Rates	Fringes
BRICKLAYER, CEMENT MASON AND PLASTERER (QUINCY CHAPTER NORFOLK COUNTY (AVON, BRAINTREE, COHASSET, HOLBROOK, QUINCY, RANDOLPH, SOUGHTON, WEYMOUTH))...	\$ 64.50	37.54

CARP0056-011 08/01/2024

	Rates	Fringes
PILEDRIVERMAN (SUFFOLK (ALL OF COUNTY); AND THOSE AREAS OF BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES SITUATED INSIDE BOSTON BELTWAY (I-495) AND NORTH OF CAPE COD CANAL. ALL OF DUKES AND NANTUCKET COUNTIES).....	\$ 55.79	35.47

CARP0056-012 08/01/2024

	Rates	Fringes
PILEDRIVERMAN (THE AREAS OF BARNSTABLE, BRISTOL, AND NORFOLK COUNTIES SITUATED OUTSIDE BOSTON BELTWAY (I-495) AND SOUTH OF CAPE COD CANAL).....	\$ 55.79	35.47

CARP0056-013 08/01/2024

	Rates	Fringes
PILEDRIVERMAN (THOSE AREAS OF ESSEX AND MIDDLESEX COUNTIES SITUATED OUTSIDE BOSTON BELTWAY (I-495))...	\$ 49.19	35.47

CARP0327-001 09/01/2025

	Rates	Fringes
CARPENTER (MIDDLESEX (BELMONT, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, SOMERVILLE); NORFOLK (BROOKLINE, DEDHAM, MILTON); AND SUFFOLK).....	\$ 61.19	31.55

CARP0339-001 09/01/2025

	Rates	Fringes
CARPENTER (BRISTOL (ATTLEBOROUGH, NORTH ATTLEBOROUGH); ESSEX; MIDDLESEX (EXCEPT BELMONT, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, SOMERVILLE); AND NORFOLK (BELLINGHAM, CANTON, FOXBORO, FRANKLIN, MEDFIELD, MEDWAY, MILLIS, NEEDHAM, NORFOLK, NORWOOD, PLAINVILLE, SHARON, WALPOLE, WELLESLEY, WESTWOOD, WRENTHAM)).....	\$ 50.10	31.45

CARP0346-003 09/01/2025

	Rates	Fringes
CARPENTER (NORFOLK COUNTY (BRAINTREE, COHASSETT, SCITUATE, WEYMOUTH, QUINCY)).....	\$ 50.10	31.45

CARP0624-005 09/01/2017

	Rates	Fringes
CARPENTER (DUKES; NANTUCKET).....	\$ 46.43	28.35

CARP0624-007 09/01/2017

	Rates	Fringes
CARPENTER (BARNSTABLE; BRISTOL (EXCEPT ATTLEBORO & NORTH ATTLEBORO); AND NORFOLK (AVON, HOLBROOK, RANDOLPH, STOUGHTON) COUNTIES).....	\$ 39.28	27.90

CARP1121-001 04/21/2025

MILLWRIGHT (SUFFOLK COUNTY).....	Rates \$ 50.47	Fringes 33.50

CARP1121-003 04/21/2025		
MILLWRIGHT (BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET AND NORFOLK COUNTIES).....	Rates \$ 45.03	Fringes 33.25

CARP2168-001 09/01/2025		
FLOOR LAYER: CARPET (MIDDLESEX (BELMONT, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, SOMERVILLE); NORFOLK (BROOKLINE, DEDHAM, MILTON); AND SUFFOLK)...	Rates \$ 57.49	Fringes 31.75

CARP2168-004 09/01/2025		
FLOOR LAYER: CARPET (BRISTOL; ESSEX; MIDDLESEX (EXCEPT BELMONT, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, SOMERVILLE); REMAINDER OF NORFOLK COUNTY)..	Rates \$ 57.49	Fringes 31.75

CARP2168-005 09/01/2025		
FLOOR LAYER: CARPET (BARNSTABALE; DUKES; AND NANTUCKET).....	Rates \$ 49.18	Fringes 31.75

ELEC0096-001 09/07/2025		
TELEDATA SYSTEM INSTALLER (MIDDLESEX (ASHBY, ASHLAND, AYER, FT. DEVENS, GROTON, HOPKINTON, HUDSON, MARLBORO, PEPPERELL, SHIRLEY, STOW, TOWNSEND)).....	Rates \$ 36.12	Fringes 34.51
ELECTRICIAN (MIDDLESEX (ASHBY, ASHLAND, AYER, FT. DEVENS, GROTON, HOPKINTON, HUDSON, MARLBORO, PEPPERELL, SHIRLEY, STOW, TOWNSEND)).....	\$ 48.16	36.20

ELEC0099-001 06/01/2025		
TELEDATA SYSTEM INSTALLER (BRISTOL (ATTLEBORO, NORTH ATTLEBORO, SEEKONK)).....	Rates \$ 42.09	Fringes 19.71
ELECTRICIAN (BRISTOL (ATTLEBORO, NORTH ATTLEBORO, SEEKONK)).....	\$ 56.11	24.74

ELEC0103-001 09/01/2025		
TELEDATA SYSTEM INSTALLER (ESSEX; MIDDLESEX (EXCLUDING ASHBY, ASHLAND, AYER, FT. DEVENS, GROTON, HOPKINTON, HUDSON, MARLBORO, PEPPERELL, SHIRLEY, STOW, TOWNSEND); NORFOLK (EXCLUDING AVON, HOLBROOK, PLAINVILLE, RANDOLPH, STOUGHTON) SUFFOLK)..	Rates \$ 52.94	Fringes 34.74

ELEC0103-002 09/01/2025		
ELECTRICIAN (ESSEX (AMESBURY, ANDOVER, BOXFORD, GEORGETOWN, GROVELAND, HAVERHILL, LAWRENCE, MERRIMAC, METHUEN, NEWBURY, NEWBURYPORT, NORTH ANDOVER, ROWLEY, SALISBURY, WEST NEWBURY); MIDDLESEX (BEDFORD, BILLERICA, BOXBORO, BURLINGTON, CARLISLE, CHELMSFORD, DRACUT, DUNSTABLE LITTLETON, LOWELL, NORTH READING, TEWKSBURY, TYNGSBORO, WESTFORD, WILMINGTON)).....	Rates \$ 66.17	Fringes 37.08

ELEC0103-004 09/01/2025		
ELECTRICIAN (ESSEX (BEVERLY, DANVERS, ESSEX, GLOUCESTER, HAMILTON, IPSWICH, MANCHESTER,	Rates	Fringes

MARBLEHEAD, MIDDLETON, PEABODY, ROCKPORT, SALEM,
TOPSFIELD, WENHAM)).....\$ 66.17 37.08

ELEC0103-005 09/01/2025

	Rates	Fringes
ELECTRICIAN (ESSEX (LYNN, LYNNFIELD, NAHANT, SAUGUS, SWAMPSCOTT); MIDDLESEX (ACTON, ARLINGTON, BELMONT, CAMBRIDGE, CONCORD, EVERETT, FRAMINGHAM, HOLLISTON, LEXINGTON, LINCOLN, MALDEN, MAYNARD, MEDFORD, MELROSE, NATICK, NEWTON, READING, SHERBORN, SOMERVILLE, STONEHAM, SUDBURY, WAKEFIELD, WALTHAM, WATERTOWN, WAYLAND, WESTON, WINCHESTER, WOBBURN); NORFOLK (BELLINGHAM, BRAINTREE, BROOKLINE, CANTON, COHASSET, DEDHAM, DOVER, FOXBORO, FRANKLIN, MEDFIELD, MEDWAY, MILLIS, MILTON, NEEDHAM, NORFOLK, NORWO.....\$ 66.17		37.08

ELEC0104-001 09/01/2024

	Rates	Fringes
LINE CONSTRUCTION: LINEMAN A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY AND COLUMBUS DAY, PROVIDED THE EMPLOYEE HAS BEEN EMPLOYED 5 WORKING DAYS PRIOR TO ANY ONE OF THE LISTED HOLIDAYS.....\$ 58.41		30.19
LINE CONSTRUCTION: GROUNDMAN A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY AND COLUMBUS DAY, PROVIDED THE EMPLOYEE HAS BEEN EMPLOYED 5 WORKING DAYS PRIOR TO ANY ONE OF THE LISTED HOLIDAYS.....\$ 32.13		12.70
LINE CONSTRUCTION: EQUIPMENT OPERATOR A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY AND COLUMBUS DAY, PROVIDED THE EMPLOYEE HAS BEEN EMPLOYED 5 WORKING DAYS PRIOR TO ANY ONE OF THE LISTED HOLIDAYS.....\$ 49.65		26.72
LINE CONSTRUCTION: CABLEMAN A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY AND COLUMBUS DAY, PROVIDED THE EMPLOYEE HAS BEEN EMPLOYED 5 WORKING DAYS PRIOR TO ANY ONE OF THE LISTED HOLIDAYS.....\$ 58.41		30.19

ELEC0223-005 09/01/2024

	Rates	Fringes
ELECTRICIAN (BARNSTABLE; BRISTOL (EXCEPT ATTLEBORO, NORTH ATTLEBORO, SEEKONK); DUKES; NANTUCKET AND NORFOLK (AVON, HALBROOK, PLAINVILLE, RANDOLPH, STOUGHTON)).....\$ 50.02		31.05

ELEC0223-006 09/01/2024

	Rates	Fringes
TELEDATA SYSTEM INSTALLER (BARNSTABLE; BRISTOL (EXCEPT ATTLEBORO, NORTH ATTLEBORO, SEEKONK); DUKES; NANTUCKET AND NORFOLK (AVON, HALBROOK, PLAINVILLE, RANDOLPH, STOUGHTON)).....\$ 42.52		28.47

ELEV0004-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE FOR ELEVATOR MECHANICS: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 74.17		38.44

Rates

Fringes

POWER EQUIPMENT OPERATORS: GROUP 6 OILER (ON TRUCK
CRANES AND GRADALLS) STANT ENGINEER (ON TRUCK CRANE
AND GRADALL) FOOTNOTE FOR POWER EQUIPMENT
OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY,
WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY,
INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY,
VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY
HOURLY PREMIUM FOR BOOM LENGTHS (INCLUDING JIB):
OVER 150 FT. +2.28 OVER 185 FT. +4.05
OVER 210 FT. +5.67 OVER 250 FT. +8.59
OVER 295 FT. +11.86 OVER 350 FT. +13.82.....\$ 30.85 33.70
POWER EQUIPMENT OPERATORS: GROUP 5 OILER (OTHER
THAN TRUCK CRANES AND GRADALLS) FOOTNOTE FOR POWER
EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW
YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY,
MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY,
COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY,
CHRISTMAS DAY HOURLY PREMIUM FOR BOOM LENGTHS
(INCLUDING JIB): OVER 150 FT. +2.28 OVER
185 FT. +4.05 OVER 210 FT. +5.67 OVER 250
FT. +8.59 OVER 295 FT. +11.86 OVER 350 FT.
+13.82.....\$ 25.02 33.70
POWER EQUIPMENT OPERATORS: GROUP 4 ASSISTANT
ENGINEER (FIREMAN) FOOTNOTE FOR POWER EQUIPMENT
OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY,
WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY,
INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY,
VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY
HOURLY PREMIUM FOR BOOM LENGTHS (INCLUDING JIB):
OVER 150 FT. +2.28 OVER 185 FT. +4.05
OVER 210 FT. +5.67 OVER 250 FT. +8.59
OVER 295 FT. +11.86 OVER 350 FT. +13.82.....\$ 46.52 33.70
POWER EQUIPMENT OPERATORS: GROUP 3 PUMPS (1-3
GROUPED); COMPRESSOR; WELDING MACHINE (1-3
GROUPED); GENERATOR; CONCRETE VIBRATOR; HEATER
(POWER DRIVEN 1- 5); WELL POINT SYSTEM (OPERATING);
SYPHON-PULSOMETER; CONCRETE MIXER; VALVES
CONTROLLING PERMANENT PLANT AIR OR STEAM; CONVEYOR;
JACKSON TYPE TAMPER; SINGLE DIAPHRAGM PUMP;
LIGHTING PLANT FOOTNOTE FOR POWER EQUIPMENT
OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY,
WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY,
INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY,
VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY
HOURLY PREMIUM FOR BOOM LENGTHS (INCLUDING JIB):
OVER 150 FT. +2.28 OVER 185 FT. +4.05
OVER 210 FT. +5.67 OVER 250 FT. +8.59
OVER 295 FT. +11.86 OVER 350 FT. +13.82.....\$ 37.02 33.70
POWER EQUIPMENT OPERATORS: GROUP 2 SONIC OR
VIBRATORY HAMMER; GRADER; SCRAPER; TANDEM SCRAPER;
CONCRETE PUMP; BULLDOZER; TRACTOR; YORK RAKE;
MULCHING MACHINE; PORTABLE STEAM BOILER; PORTABLE
STEAM GENERATOR; ROLLER; SPREADER; TAMPER (SELF
PROPELLED OR TRACTOR DRAWN); ASPHALT PAVER;
MECHANIC - MAINTENANCE; PAVING SCREED MACHINE;
STATIONARY STEAM BOILER; PAVING CONCRETE FINISHING
MACHINE; CAL TRUCK; BALLAST REGULATOR; SWITCH
TAMPER; RAIL ANCHOR MACHINE; TIRE TRUCK FOOTNOTE
FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS:
NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY,
MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY,
COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY,
CHRISTMAS DAY HOURLY PREMIUM FOR BOOM LENGTHS
(INCLUDING JIB): OVER 150 FT. +2.28 OVER
185 FT. +4.05 OVER 210 FT. +5.67 OVER 250
FT. +8.59 OVER 295 FT. +11.86 OVER 350 FT.
+13.82.....\$ 57.18 33.70
POWER EQUIPMENT OPERATORS: GROUP 1 CRANE; SHOVEL;
TRUCK CRANE; CHERRY PICKER; DRAGLINE; TRENCH HOE;
BACKHOE; THREE DRUM MACHINE; DERRICK; PILE DRIVER;
ELEVATOR TOWER; HOIST; GRADALL; SHOVEL DOZER; FRONT

END LOADER; FORK LIFT; SUGER; BORING MACHINE;
 ROTARYU DRILL; POST HOLE HAMMER; POST HOLE DIGGER;
 PUMPCRETE MACHINE; ASPHALT PLANT (ON SITE);
 CONCRETE BATCHING AND/OR MIXING PLANT (ON SITE);
 CRUSHER PLANT (ON SITE); PAVING CONCRETE MIXER;
 TIMBER JACK FOOTNOTE FOR POWER EQUIPMENT
 OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY,
 WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY,
 INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY,
 VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY
 HOURLY PREMIUM FOR BOOM LENGTHS (INCLUDING JIB):
 OVER 150 FT. +2.28 OVER 185 FT. +4.05
 OVER 210 FT. +5.67 OVER 250 FT. +8.59
 OVER 295 FT. +11.86 OVER 350 FT. +13.82.....\$ 57.83 33.70

IRON0007-006 09/16/2025

	Rates	Fringes
IRONWORKERS:: (AREA 2).....	\$ 53.46	37.67
IRONWORKERS:: (AREA 1).....	\$ 57.87	37.67

IRON0007-010 09/16/2025

	Rates	Fringes
IRONWORKER (MIDDLESEX (ASHBY, ASHLAND, AYER, BOXBORO, HOLLISTON, HOPKINTON, HUDSON, MARLBORO, SHIRLEY, STOW, TOWNSEND); NORFOLK (MEDWAY)).....	\$ 57.57	37.67

IRON0037-005 09/16/2025

	Rates	Fringes
IRONWORKER (BARNSTABLE; BRISTOL (ACUSHNET, ATTLEBORO, BERKLEY, DARTMOUTH, DIGHTON, FAIRHAVEN, FALL RIVER, FREETOWN, MANSFIELD, NEW BEDFORD, NORTH ATTLEBORO, NORTON, RAYNHAM, REHOBOTH, SEEKONK, SOMERSET, SWANSEA, TAUNTON, WESTPORT); DUKES; NANTUCKET; NORFOLK (BILLINGHAM, FRANKLIN, PLAINVILLE, WRENTHAM)).....	\$ 43.03	33.53

LAB00022-001 12/02/2024

	Rates	Fringes
LABORERS:, HEAVY CONSTRUCTION: GROUP 6 ASBESTOS ABATEMENT; TOXIC AND HAZARDOUS WASTE LABORERS.....	\$ 40.95	29.70
LABORERS:, HEAVY CONSTRUCTION: GROUP 5 FLAGGER.....	\$ 39.70	29.70
LABORERS:, HEAVY CONSTRUCTION: GROUP 4 BLASTER; POWDERMAN.....	\$ 39.95	29.70
LABORERS:, HEAVY CONSTRUCTION: GROUP 3 AIR TRACK OPERATOR; BLOCK PAVER; RAMMER; CURB SETTER, HYDRAULIC AND SIMILAR SELF POWERED DRILLS.....	\$ 39.70	29.70
LABORERS:, HEAVY CONSTRUCTION: GROUP 2 ASPHALT RAKER; FENCE AND GUARD RAIL ERECTOR; LASER BEAM OPERATOR; MASON TENDER; PIPELAYER; PNEUMATIC DRILL OPERATOR; PNEUMATIC TOOL OPERATOR; WAGON DRILL OPERATOR, JACK HAMMER OPERATOR, PAVEMENT BREAKER, CARBIDE CORE DRILLING MACHINE, CHAIN SAW OPERATOR, BARCO TYPE JUMPING TAMPERS, CONCRETE PUMP, MOTORIZED MORTAR MIXER, RIDE-ON-MOTORIZED BUGGY.....	\$ 39.20	29.70
LABORERS:, HEAVY CONSTRUCTION: GROUP 1 LABORERS; CARPENTER TENDERS; CEMENT FINISHER TENDERS, PLASTERER TENDERS.....	\$ 38.95	29.70

LAB00022-004 12/01/2024

	Rates	Fringes
PLASTERER TENDER.....	\$ 38.95	29.70

LAB00022-005 12/01/2024

	Rates	Fringes
PLASTERER TENDER (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER ISLAND, NUT ISLAND); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE,		

READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70
PLASTERER TENDER (BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (WITH THE EXCEPTION OF ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP AND WOBURN); NORFOLK (WITH THE EXCEPTION OF BROOKLINE DEDHAM AND MILTON) COUNTIES).....\$ 38.95	29.70

LAB00022-009 12/01/2024

	Rates	Fringes
LABORERS: GROUP 7 - FLAGGERS (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 27.01	29.70	
LABORERS: GROUP 6- ASBESTOS REMOVAL LABORERS/HAZ-MAT LABORERS (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70	
LABORERS: GROUP 5- PRE-CAST FLOOR AND ROOF PLANK ERECTOR (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70	
LABORERS: GROUP 4- BLASTER; POWDERMAN (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70	
LABORERS: GROUP 3- AIR TRACK, BLOCK PAVER; RAMMER; CURB SETTER, HYDRAULIC AND SIMILAR SELF-POWERED DRILLS (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70	
LABORERS: GROUP 2 - JACKHAMMER OPERATOR; PAVEMENT BREAKER; ASPHALT RAKER CARBIDE CORE DRILLING MACHINE; CHAIN SAW OPERATOR; PIPELAYER; BARCO TYPE JUMPING TAMPERS; LASER BEAM; CONCRETE PUMP; MASON TENDER; MOTORIZED MORTAR MIXER; RIDE-ON MOTORIZED BUGGY; FENCE AND BEAM RAIL ERECTOR2 (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70	
LABORERS: GROUP 1- LABORERS; CARPENTER TENDERS (SUFFOLK COUNTY (BOSTON, CHELSEA, REVERE, WINTHROP, DEER & NUT ISLANDS); MIDDLESEX COUNTY (ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM, WAKEFIELD, WINCHESTER, WINTHROP, AND WOBURN ONLY); NORFOLK COUNTY (BROOKLINE, DEDHAM, AND MILTON ONLY)).....\$ 46.10	29.70	

LABO0022-010 12/01/2024

Rates

Fringes

LABORERS: GROUP 6- ASBESTOS REMOVAL
 LABORERS/HAZ-MAT LABORERS (COUNTIES OF
 BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET;
 MIDDLESEX (WITH THE EXCEPTION OF ARLINGTON,
 BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN,
 MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM,
 WAKFIELD, WINCHESTER, WINTHROP AND WOBURN); NORFOLK
 (WITH THE EXCEPTION OF BROOKLINE, DEDHAM AND
 MILTON)).....\$ 46.10 29.70

LABORERS: GROUP 5- PRE-CAST FLOOR AND ROOF PLANK
 ERECTOR (COUNTIES OF BARNSTABLE; BRISTOL; DUKES;
 ESSEX; NANTUCKET; MIDDLESEX (WITH THE EXCEPTION OF
 ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT,
 MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE,
 STONEHAM, WAKFIELD, WINCHESTER, WINTHROP AND
 WOBURN); NORFOLK (WITH THE EXCEPTION OF BROOKLINE,
 DEDHAM AND MILTON)).....\$ 38.95 29.70

LABORERS: GROUP 4- BLASTER; POWDERMAN (COUNTIES
 OF BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET;
 MIDDLESEX (WITH THE EXCEPTION OF ARLINGTON,
 BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN,
 MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM,
 WAKFIELD, WINCHESTER, WINTHROP AND WOBURN); NORFOLK
 (WITH THE EXCEPTION OF BROOKLINE, DEDHAM AND
 MILTON)).....\$ 38.95 29.70

LABORERS: GROUP 3- AIR TRACK, BLOCK PAVER; HAMMER;
 CURB SETTER, HYDRAULIC AND SIMILAR SELF-POWERED
 DRILLS (COUNTIES OF BARNSTABLE; BRISTOL; DUKES;
 ESSEX; NANTUCKET; MIDDLESEX (WITH THE EXCEPTION OF
 ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT,
 MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE,
 STONEHAM, WAKFIELD, WINCHESTER, WINTHROP AND
 WOBURN); NORFOLK (WITH THE EXCEPTION OF BROOKLINE,
 DEDHAM AND MILTON)).....\$ 38.95 29.70

LABORERS: GROUP 2- JACKHAMMER OPERATOR; PAVEMENT
 BREAKER; ASPHALT RAKER CARBIDE CORE DRILLING
 MACHINE; CHAIN SAW OPERATOR; PIPELAYER; BARCO TYPE
 JUMPING TAMPERS; LASER BEAM; CONCRETE PUMP; MASON
 TENDER; MOTORIZED MORTAR MIXER; RIDE-ON MOTORIZED
 BUGGY; FENCE AND BEAM RAIL ERECTOR (COUNTIES OF
 BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET;
 MIDDLESEX (WITH THE EXCEPTION OF ARLINGTON,
 BELMONT, BURLINGTON, CAMBRIDGE, EVERETT, MALDEN,
 MEDFORD, MELROSE, READING, SOMERVILLE, STONEHAM,
 WAKFIELD, WINCHESTER, WINTHROP AND WOBURN); NORFOLK
 (WITH THE EXCEPTION OF BROOKLINE, DEDHAM AND
 MILTON)).....\$ 38.95 29.70

LABORERS: GROUP 1- LABORERS; CARPENTER TENDERS
 (COUNTIES OF BARNSTABLE; BRISTOL; DUKES; ESSEX;
 NANTUCKET; MIDDLESEX (WITH THE EXCEPTION OF
 ARLINGTON, BELMONT, BURLINGTON, CAMBRIDGE, EVERETT,
 MALDEN, MEDFORD, MELROSE, READING, SOMERVILLE,
 STONEHAM, WAKFIELD, WINCHESTER, WINTHROP AND
 WOBURN); NORFOLK (WITH THE EXCEPTION OF BROOKLINE,
 DEDHAM AND MILTON)).....\$ 38.95 29.70

LABO1421-004 12/02/2024

Rates

Fringes

LABORERS:, WRECKING: GROUP 6 ASBESTOS, LEAD PAINT,
 TOXIC AND HAZARDOUS WASTE. (BARNSTABLE, BRISTOL,
 DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND
 SUFFOLK COUNTIES).....\$ 46.25 29.70

LABORERS:, WRECKING: GROUP 5 YARDMAN, BURNERS,
 SAWYERS. (BARNSTABLE, BRISTOL, DUKES, ESSEX,
 MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES)..\$ 45.35 29.70

LABORERS:, WRECKING: GROUP 4 YARDMAN (SALVAGE YARD
 ONLY). (BARNSTABLE, BRISTOL, DUKES, ESSEX,
 MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES)..\$ 42.25 29.70

LABORERS:, WRECKING: GROUP 3 SMALL BACKHOES,
 LOADERS ON TRACKS, BOBCAT TYPE LOADERS, HYDRAULIC

""BROCK"" TYPE HAMMER OPERATORS, CONCRETE CUTTING SAWS. (BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES).. LABORERS:, WRECKING: GROUP 2 BURNERS, JACKHAMMERS. (BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES)..... LABORERS:, WRECKING: GROUP 1 ADZEMAN, WRECKING LABORER. (BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES).. -----	\$ 47.25 \$ 47.00 \$ 46.25	29.70 29.70 29.70
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PAIN0011-007 06/01/2025		
	Rates	Fringes
GLAZIER (BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES) FOOTNOTE: A. PAID HOLIDAY: LABOR DAY (PROVIDED EMPLOYEE HAS WORKED ANY PART OF THE WEEK PRIOR TO LABOR DAY AND ANY PART OF THE WEEK AFTER LABOR DAY)..... -----	\$ 43.13	21.00

PAIN0035-004 07/01/2024		
	Rates	Fringes
PAINTER SPRAY, SANDBLAST (REPAINT:):..... PAINTER SPRAY, SANDBLAST (NEW CONSTRUCTION:):..... PAINTER BRUSH, TAPER (REPAINT:):..... PAINTER BRUSH, TAPER (NEW CONSTRUCTION:):..... -----	\$ 45.72 \$ 47.66 \$ 44.32 \$ 46.26	36.00 36.00 36.00 36.00

PAIN0035-013 07/01/2024		
	Rates	Fringes
PAINTER SPRAY, SANDBLAST (REPAINT:):..... PAINTER SPRAY, SANDBLAST (NEW CONSTRUCTION:):..... PAINTER BRUSH, TAPER (REPAINT:):..... PAINTER BRUSH, TAPER (NEW CONSTRUCTION:):..... -----	\$ 45.72 \$ 47.66 \$ 44.32 \$ 46.26	36.00 36.00 36.00 36.00

PAIN0035-020 07/01/2024		
	Rates	Fringes
GLAZIER (ESSEX; MIDDLESEX; NORFOLK; SUFFOLK)..... -----	\$ 46.26	36.00

PLAS0534-001 07/01/2024		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY)..... -----	\$ 49.19	40.86

PLAS0534-004 07/01/2024		
	Rates	Fringes
PLASTERER (MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES).. -----	\$ 49.19	40.86

PLUM0004-001 09/01/2025		
	Rates	Fringes
PLUMBERS AND PIPEFITTERS (MIDDLESEX (ASHBY, AYER-WEST OF GREENVILLE BRANCH OF BOSTON AND MAINE RAILROAD, FT. DEVENS, GROTON, SHIRLEY, TOWNSEND))... -----	\$ 55.00	31.57

PLUM0012-005 03/02/2025		
	Rates	Fringes
PLUMBER (ESSEX (AMES, ANDOVER, BEVERLY, BOXFORD, BYFIELD, DANVERS, ESSEX, GEORGETOWN, GLOUCESTER, GROVELAND, HAMILTON, HAVERHILL, IPSWICH, LAWRENCE, MANCHESTER, MARBLEHEAD, MERRIMAC, METHUEN, MIDDLETON, NEWBURY, NEWBURYPORT, NORTH ANDOVER, PEABODY, ROCKPORT, ROWLEY, SALEM, SALISBURY, TOPSFIELD, WENHAM, WEST NEWBURY))..... -----	\$ 69.84	36.43

PLUM0012-007 03/02/2025		
	Rates	Fringes
PLUMBER (ESSEX (LYNN, LYNNFIELD, NAHANT, SAUGUS, AND SWAMPSCOTT); MIDDLESEX (ACTON, ARLINGTON,		

ASHFORD, AYER-EXCEPT WEST OF GREENVILLE BRANCH OF BOSTON & MAINE RAIL ROAD, BEDFORD, BELMONT, BILLERICA, BOXBORO, BURLINGTON, CAMBRIDGE, CARLISE, CHELMSFORD, CONCORD, DRACUT, DUNSTABLE, EVERETT, FRAMINGHAM, HUDSON, HOLLIISTON, HOPKINTON, LEXINGTON, LINCOLN, LITTLETON, LOWELL, MALDEN, MARLBORO, MAYNARD, MEDFORD, MELROSE, NATICK, NEWTON, NORTH READING, PEPPERELL, READING, SHERBORN, SOMERVILLE, STON.....	\$ 69.84	36.43
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PLUM0051-004 08/26/2024	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (AVON, HOLBROOK, RANDOLPH, STOUGHTON) COUNTIES).....	\$ 52.49	33.60

PLUM0537-005 03/01/2025	Rates	Fringes
PIPEFITTER (ESSEX (AMES, ANDOVER, BEVERLY, BOXFORD, BYFIELD, DANVERS, ESSEX, GEORGETOWN, GLOUCESTER, GROVELAND, HAMILTON, HAVERHILL, IPSWICH, LAWRENCE, LYNN, LYNNFIELD, MANCHESTER, MARBLEHEAD, MERRIMAC, METHUEN, MIDDLETON, NAHANT, NEWBURY, NEWBURYPORT, NORTH ANDOVER, PEABODY, ROCKPORT, ROWLEY, SALEM, SALISBURY, SAUGUS, SWAMPSCOTT, TOPSFIELD, WENHAM, WEST NEWBURY); MIDDLESEX (ACTON, ARLINGTON, ASHFORD, AYER-EXCEPT WEST OF GREENVILLE BRANCH OF BOSTON & MAINE RAIL ROAD, BEDFORD, BELMONT, BILLER.....	\$ 66.58	39.22

ROOF0033-001 08/01/2025	Rates	Fringes
ROOFERS: (ALL TEAR-OFF AND/OR REMOVAL OF ANY TYPES OF ROOFING AND ALL SPUDGING, SWEEPING, VACUUMING AND/OR CLEANUP OF ANY AND ALL AREAS OF ANY TYPE WHERE A ROOF IS TO BE RELAID).....	\$ 53.53	35.69

SFMA0550-001 10/01/2025	Rates	Fringes
SPRINKLER FITTER (BRISTOL (PORTION WITHIN 35 MILE RADIUS FROM BOSTON CITY HALL; MIDDLESEX (EXCEPT ASHBY, TOWNSEND, AND PORTIONS OF PEPPERELL AND SHIRLEY BEYOND 35 MILE RADIUS FROM BOSTON CITY HALL); NORFOLK; PLYMOUTH (PORTION WITHIN 35 MILE RADIUS OF BOSTON CITY HALL); SUFFOLK) A. PAID HOLIDAYS: MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS BEEN IN THE EMPLOYMENT OF A CONTRACTOR 20 WORKING DAYS PRIOR TO ANY SUCH PAID HOLIDAY.....	\$ 72.05	40.76

SFMA0550-002 10/01/2025	Rates	Fringes
SPRINKLER FITTER (BRISTOL (SEEKONK, SWANSEA, AND SOMERSET)) A. PAID HOLIDAYS: MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS BEEN IN THE EMPLOYMENT OF A CONTRACTOR 20 WORKING DAYS PRIOR TO ANY SUCH PAID HOLIDAY.....	\$ 64.85	40.76

SFMA0669-001 04/01/2025	Rates	Fringes
SPRINKLER FITTER (BARNSTABLE; BRISTOL (BEYOND 35 MILE RADIUS OF BOSTON CITY HALL); DUKES; MIDDLESEX (ASHBY, TOWNSEND, PORTIONS OF PEPPERELL AND SHIRLEY BEYOND 35 MILE RADIUS OF BOSTON CITY HALL); NANTUCKET; PLYMOUTH (BEYOND 35 MILE RADIUS OF BOSTON CITY HALL)).....	\$ 53.25	29.75

SHEE0017-003 04/01/2025	Rates	Fringes
SHEET METAL WORKER (ESSEX; MIDDLESEX; NORFOLK; PLYMOUTH (EXCEPT EXCEPT MARION, MATTAPOISETT, ROCHESTER, WAREHAM); SUFFOLK).....\$ 60.00		48.78

SHEE0017-007 10/01/2025	Rates	Fringes
SHEET METAL WORKER (BARNSTABLE; BRISTOL (ACUSHNET, ASSONET, DARTMOUTH, DIGHTON, FAIRHAVEN, FALL RIVER, FREETOWN, NEW BEDFORD, REHOBOTH, SEEKONK, SOMERSET, SWANSEA, WESTPORT); DUKES; AND NANTUCKET).\$ 43.60		38.49

TEAM0379-001 06/01/2025	Rates	Fringes
TRUCK DRIVERS: GROUP 7 TRAILERS FOR EARTH MOVING EQUIPMENT (DOUBLE HOOKUP) POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 41.82		37.35
TRUCK DRIVERS: GROUP 6 SPECIALIZED EARTH MOVING EQUIPMENT OVER 35 TONS POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 41.53		37.35
TRUCK DRIVERS: GROUP 5 SPECIALIZED EARTH MOVING EQUIPMENT UNDER 35 TONS OTHER THAN CONVENTIONAL TYPE TRUCKS; LOW BED; VACHUAL; MECHANICS, PAVING RESTORATION EQUIPMENT POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 41.24		37.35
TRUCK DRIVERS: GROUP 4 FOUR AND FIVE AXLE EQUIPMENT POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS		

OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 41.14	37.35
TRUCK DRIVERS: GROUP 3 THREE AXLE EQUIPMENT AND TIREMAN POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 41.02	
	37.35
TRUCK DRIVERS: GROUP 2 TWO AXLE EQUIPMENT; & FORKLIFT OPERATOR POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 40.95	
	37.35
TRUCK DRIVERS: GROUP 1 STATION WAGONS; PANEL TRUCKS; AND PICKUP TRUCKS POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. PAID VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS VACATION FOR MORE THAN 10 YEARS OF SERVICE.....\$ 40.78	
	37.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to

Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ◆SA◆ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates**

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Everett	City/Town:	EVERETT
Contract Number:	MUN-		
Description of Work:	Hazmat Abatement		
Job Location:	888 Broadway, Everett		

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F “rental of equipment” contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- 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 if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$43.05	\$15.41	\$21.78	\$0.00	\$0.00	\$80.24
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.05	\$15.91	\$21.78	\$0.00	\$0.00	\$80.74
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.05	\$15.91	\$23.52	\$0.00	\$0.00	\$82.48
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$43.12	\$15.41	\$21.78	\$0.00	\$0.00	\$80.31
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.12	\$15.91	\$21.78	\$0.00	\$0.00	\$80.81
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.12	\$15.91	\$23.52	\$0.00	\$0.00	\$82.55
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$43.24	\$15.41	\$21.78	\$0.00	\$0.00	\$80.43
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.24	\$15.91	\$21.78	\$0.00	\$0.00	\$80.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.24	\$15.91	\$23.52	\$0.00	\$0.00	\$82.67
ADS/SUBMERSIBLE PILOT	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$51.40	\$10.90	\$9.75	\$9.65	\$0.00	\$81.70
LABORERS - ZONE 1	6/1/2027	\$53.00	\$10.90	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.60	\$10.90	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.28	\$10.90	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$57.95	\$10.90	\$9.75	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$50.00	\$10.90	\$9.75	\$9.65	\$0.00	\$80.30
LABORERS	12/1/2026	\$51.50	\$10.90	\$9.75	\$9.65	\$0.00	\$81.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$51.40	\$10.90	\$9.75	\$9.65	\$0.00	\$81.70
LABORERS - ZONE 1	6/1/2027	\$53.00	\$10.90	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.60	\$10.90	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.28	\$10.90	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$57.95	\$10.90	\$9.75	\$9.65	\$0.00	\$88.25

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$50.00	\$10.90	\$9.75	\$9.65	\$0.00	\$80.30
LABORERS	12/1/2026	\$51.50	\$10.90	\$9.75	\$9.65	\$0.00	\$81.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							

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

BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER**Effective Date: 1/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$67.95	\$12.84	\$15.57	\$8.02	\$0.00	\$104.38
BRICKLAYERS LOCAL 3	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
BRICKLAYERS LOCAL 3 (BOSTON)	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.98	\$12.84	\$15.57	\$8.02	\$0.00	\$70.41
2	60.00	\$40.77	\$12.84	\$15.57	\$8.02	\$0.00	\$77.20
3	70.00	\$47.57	\$12.84	\$15.57	\$8.02	\$0.00	\$84.00
4	80.00	\$54.36	\$12.84	\$15.57	\$8.02	\$0.00	\$90.79
5	90.00	\$61.16	\$12.84	\$15.57	\$8.02	\$0.00	\$97.59
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	3/1/2026	\$62.19	\$10.58	\$11.47	\$8.50	\$0.00	\$92.74
CARPENTERS	9/1/2026	\$63.69	\$10.58	\$11.47	\$8.50	\$0.00	\$94.24
CARPENTERS -ZONE 1 (Metro Boston)	3/1/2027	\$65.19	\$10.58	\$11.47	\$8.50	\$0.00	\$95.74

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.99	\$11.08	\$0.00	\$1.73	\$0.00	\$40.80
2	45.00	\$27.99	\$11.08	\$0.00	\$1.73	\$0.00	\$40.80
3	55.00	\$34.20	\$11.08	\$0.00	\$3.40	\$0.00	\$48.68
4	55.00	\$34.20	\$11.08	\$0.00	\$3.40	\$0.00	\$48.68
5	70.00	\$43.53	\$11.08	\$11.41	\$5.10	\$0.00	\$71.12
6	70.00	\$43.53	\$11.08	\$11.41	\$5.10	\$0.00	\$71.12
7	80.00	\$49.75	\$11.08	\$11.44	\$6.80	\$0.00	\$79.07
8	80.00	\$49.75	\$11.08	\$11.44	\$6.80	\$0.00	\$79.07

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$28.66	\$11.08	\$0.00	\$1.73	\$0.00	\$41.47
2	45.00	\$28.66	\$11.08	\$0.00	\$1.73	\$0.00	\$41.47
3	55.00	\$35.03	\$11.08	\$0.00	\$3.40	\$0.00	\$49.51
4	55.00	\$35.03	\$11.08	\$0.00	\$3.40	\$0.00	\$49.51
5	70.00	\$44.58	\$11.08	\$11.41	\$5.10	\$0.00	\$72.17
6	70.00	\$44.58	\$11.08	\$11.41	\$5.10	\$0.00	\$72.17
7	80.00	\$50.95	\$11.08	\$11.44	\$6.80	\$0.00	\$80.27
8	80.00	\$50.95	\$11.08	\$11.44	\$6.80	\$0.00	\$80.27

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$32.59	\$7.42	\$4.47	\$2.20	\$0.00	\$46.68
CARPENTERS	10/1/2026	\$33.89	\$7.42	\$4.47	\$2.20	\$0.00	\$47.98

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$16.30	\$7.42	\$0.00	\$0.00	\$0.00	\$23.72
2	50.00	\$16.30	\$7.42	\$0.00	\$0.00	\$0.00	\$23.72
3	55.00	\$17.92	\$7.42	\$0.00	\$2.00	\$0.00	\$27.34
4	55.00	\$17.92	\$7.42	\$0.00	\$2.20	\$0.00	\$27.54
5	70.00	\$22.81	\$7.42	\$4.47	\$2.20	\$0.00	\$36.90
6	70.00	\$22.81	\$7.42	\$4.47	\$2.20	\$0.00	\$36.90

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	80.00	\$26.07	\$7.42	\$4.47	\$2.20	\$0.00	\$40.16
8	80.00	\$26.07	\$7.42	\$4.47	\$2.20	\$0.00	\$40.16

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$16.95	\$7.42	\$0.00	\$0.00	\$0.00	\$24.37
2	50.00	\$16.95	\$7.42	\$0.00	\$0.00	\$0.00	\$24.37
3	55.00	\$18.64	\$7.42	\$0.00	\$2.20	\$0.00	\$28.26
4	55.00	\$18.64	\$7.42	\$0.00	\$2.20	\$0.00	\$28.26
5	70.00	\$23.72	\$7.42	\$4.47	\$2.20	\$0.00	\$37.81
6	70.00	\$23.72	\$7.42	\$4.47	\$2.20	\$0.00	\$37.81
7	80.00	\$27.11	\$7.42	\$4.47	\$2.20	\$0.00	\$41.20
8	80.00	\$27.11	\$7.42	\$4.47	\$2.20	\$0.00	\$41.20

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
PLASTERERS AND CEMENT MASONS LOCAL 534	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
Plasterers and Cement Masons - Zone 1	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.97	\$13.35	\$16.43	\$0.00	\$0.00	\$57.75
2	60.00	\$33.56	\$13.35	\$16.43	\$7.78	\$1.80	\$72.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	\$36.36	\$13.35	\$16.43	\$7.78	\$1.80	\$75.72
4	70.00	\$39.16	\$13.35	\$16.43	\$7.78	\$1.80	\$78.52
5	75.00	\$41.96	\$13.35	\$16.43	\$7.78	\$1.80	\$81.32
6	80.00	\$44.75	\$13.35	\$16.43	\$7.78	\$1.80	\$84.11
7	90.00	\$50.35	\$0.00	\$16.43	\$0.00	\$0.00	\$66.78
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							
Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
Apprentice to Journeyworker Ratio: 1:1							
DEMO: ADZEMAN	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 1	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 1	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 1	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 1	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 1	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 1	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

Apprentice: ELECTRICIAN**Effective Date: 3/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
2	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
3	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
4	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
5	50.00	\$33.43	\$13.00	\$13.63	\$4.50	\$0.00	\$64.56
6	55.00	\$36.77	\$13.00	\$13.73	\$4.95	\$0.00	\$68.45
7	60.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
8	65.00	\$43.46	\$13.00	\$13.93	\$5.85	\$0.00	\$76.24
9	70.00	\$46.80	\$13.00	\$14.03	\$6.30	\$0.00	\$80.13
10	75.00	\$50.15	\$13.00	\$14.13	\$6.75	\$0.00	\$84.03

Apprentice: ELECTRICIAN**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
2	40.00	\$27.51	\$13.00	\$0.83	\$0.00	\$0.00	\$41.34
3	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
4	45.00	\$30.95	\$13.00	\$13.56	\$4.05	\$0.00	\$61.56
5	50.00	\$34.39	\$13.00	\$13.66	\$4.50	\$0.00	\$65.55
6	55.00	\$37.83	\$13.00	\$13.76	\$4.95	\$0.00	\$69.54
7	60.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
8	65.00	\$44.71	\$13.00	\$13.97	\$5.85	\$0.00	\$77.53
9	70.00	\$48.15	\$13.00	\$14.07	\$6.30	\$0.00	\$81.52
10	75.00	\$51.59	\$13.00	\$14.18	\$6.75	\$0.00	\$85.52

Apprentice Notes

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Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
ELECTRICIANS LOCAL 103	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
/ COMMISSIONING	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.65	\$0.00	\$59.51
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.65	\$0.00	\$59.51
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
2	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
3	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
4	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
5	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
6	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
7	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23
8	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23
Apprentice: FLOORCOVERER Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
2	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
3	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
4	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
5	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
6	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
7	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
8	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
Apprentice Notes Steps are 750 hrs.							
Apprentice to Journeyworker Ratio: 1:1							
FORK LIFT/CHERRY PICKER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	\$54.85	\$10.35	\$12.00	\$12.60	\$0.00	\$89.80
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 1)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.43	\$10.35	\$0.00	\$0.00	\$0.00	\$37.78
2	55.00	\$30.17	\$10.35	\$0.00	\$6.88	\$0.00	\$47.40
3	60.00	\$32.91	\$10.35	\$0.00	\$7.50	\$0.00	\$50.76
4	65.00	\$35.65	\$10.35	\$0.00	\$8.13	\$0.00	\$54.13
5	70.00	\$38.40	\$10.35	\$11.95	\$8.75	\$0.00	\$69.45
6	75.00	\$41.14	\$10.35	\$11.95	\$9.38	\$0.00	\$72.82
7	80.00	\$43.88	\$10.35	\$11.95	\$10.00	\$0.00	\$76.18
8	90.00	\$49.37	\$10.35	\$11.95	\$11.25	\$0.00	\$82.92
Apprentice to Journeyworker Ratio: 1:1							
HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$33.46	\$0.00	\$0.00	\$0.00	\$0.00	\$33.46
2	60.00	\$36.50	\$17.05	\$13.35	\$3.25	\$0.00	\$70.15
3	65.00	\$39.54	\$17.05	\$13.35	\$3.25	\$0.00	\$73.19
4	70.00	\$42.58	\$17.05	\$13.35	\$3.25	\$0.00	\$76.23
5	75.00	\$45.62	\$17.05	\$13.35	\$3.25	\$0.00	\$79.27
6	80.00	\$48.66	\$17.05	\$13.35	\$3.25	\$0.00	\$82.31
7	85.00	\$51.71	\$17.05	\$13.35	\$3.25	\$0.00	\$85.36
8	90.00	\$54.75	\$17.05	\$13.35	\$3.25	\$0.00	\$88.40

Apprentice to Journeyworker Ratio: 1:6

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 1	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
	12/1/2026	\$51.40	\$10.90	\$9.75	\$9.65	\$0.00	\$81.70
	6/1/2027	\$53.00	\$10.90	\$9.75	\$9.65	\$0.00	\$83.30
	12/1/2027	\$54.60	\$10.90	\$9.75	\$9.65	\$0.00	\$84.90
	6/1/2028	\$56.28	\$10.90	\$9.75	\$9.65	\$0.00	\$86.58
	12/1/2028	\$57.95	\$10.90	\$9.75	\$9.65	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	\$50.00	\$10.90	\$9.75	\$9.65	\$0.00	\$80.30
	12/1/2026	\$51.50	\$10.90	\$9.75	\$9.65	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS) Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	80.00	\$48.27	\$14.75	\$9.42	\$8.07	\$0.00	\$80.51
Apprentice: INSULATOR (PIPES & TANKS) Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25
Apprentice to Journeyworker Ratio: 1:4							
IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (BOSTON AREA)	3/16/2026	\$58.65	\$9.25	\$12.75	\$15.00	\$0.00	\$95.65
Apprentice: IRONWORKER/WELDER Effective Date: 3/16/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	\$41.06	\$9.25	\$12.75	\$5.00	\$0.00	\$68.06
2	80.00	\$46.92	\$9.25	\$12.75	\$5.00	\$0.00	\$73.92
3	90.00	\$52.79	\$9.25	\$12.75	\$5.00	\$0.00	\$79.79
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apprentice to Journeyworker Ratio: 1:4							
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
LABORER LABORERS LABORERS - ZONE 1	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.49	\$10.90	\$9.75	\$9.65	\$0.00	\$59.79
2	70.00	\$34.41	\$10.90	\$9.75	\$9.65	\$0.00	\$64.71
3	80.00	\$39.32	\$10.90	\$9.75	\$9.65	\$0.00	\$69.62
4	90.00	\$44.24	\$10.90	\$9.75	\$9.65	\$0.00	\$74.54

Apprentice: LABORER							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$30.39	\$10.90	\$9.75	\$9.65	\$0.00	\$60.69
2	70.00	\$35.46	\$10.90	\$9.75	\$9.65	\$0.00	\$65.76
3	80.00	\$40.52	\$10.90	\$9.75	\$9.65	\$0.00	\$70.82
4	90.00	\$45.59	\$10.90	\$9.75	\$9.65	\$0.00	\$75.89

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.65	\$0.00	\$79.55
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.65	\$0.00	\$81.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.55	\$10.90	\$9.75	\$9.65	\$0.00	\$59.85
2	70.00	\$34.48	\$10.90	\$9.75	\$9.65	\$0.00	\$64.78
3	80.00	\$39.40	\$10.90	\$9.75	\$9.65	\$0.00	\$69.70
4	90.00	\$44.33	\$10.90	\$9.75	\$9.65	\$0.00	\$74.63

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$30.45	\$10.90	\$9.75	\$9.65	\$0.00	\$60.75
2	70.00	\$35.53	\$10.90	\$9.75	\$9.65	\$0.00	\$65.83
3	80.00	\$40.60	\$10.90	\$9.75	\$9.65	\$0.00	\$70.90
4	90.00	\$45.68	\$10.90	\$9.75	\$9.65	\$0.00	\$75.98

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 1	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/1/2026	\$49.15	\$10.90	\$9.75	\$9.65	\$0.00	\$79.45
LABORERS	12/1/2026	\$50.65	\$10.90	\$9.75	\$9.65	\$0.00	\$80.95
LABORERS - ZONE 1	6/1/2027	\$52.25	\$10.90	\$9.75	\$9.65	\$0.00	\$82.55
	12/1/2027	\$53.85	\$10.90	\$9.75	\$9.65	\$0.00	\$84.15
	6/1/2028	\$55.53	\$10.90	\$9.75	\$9.65	\$0.00	\$85.83
	12/1/2028	\$57.20	\$10.90	\$9.75	\$9.65	\$0.00	\$87.50

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS
Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06

Apprentice: MARBLE & TILE FINISHERS
Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18
3	70.00	\$47.58	\$12.84	\$15.57	\$7.99	\$0.00	\$83.98
4	80.00	\$54.38	\$12.84	\$15.57	\$7.99	\$0.00	\$90.78
5	90.00	\$61.17	\$12.84	\$15.57	\$7.99	\$0.00	\$97.57

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1)	1/5/2026	\$52.47	\$10.58	\$11.47	\$10.25	\$0.00	\$84.77
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 1							

Apprentice: MILLWRIGHT (Zone 1)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$28.86	\$10.58	\$0.00	\$5.64	\$0.00	\$45.08
2	65.00	\$34.11	\$10.58	\$0.00	\$6.66	\$0.00	\$51.35
3	75.00	\$39.35	\$10.58	\$11.47	\$7.69	\$0.00	\$69.09
4	85.00	\$44.60	\$10.58	\$11.47	\$8.71	\$0.00	\$75.36

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
Apprentice Notes Step 1&2 Appr. indentured after 1/6/2020 receive no pension,																																																																															
Apprentice to Journeyworker Ratio: 1:4																																																																															
MORTAR MIXER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70																																																																								
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20																																																																								
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80																																																																								
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40																																																																								
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08																																																																								
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75																																																																								
For apprentice rates see "Apprentice- LABORER"																																																																															
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72																																																																								
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39																																																																								
OPERATING ENGINEERS LOCAL 4																																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																															
OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82																																																																								
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62																																																																								
OPERATING ENGINEERS LOCAL 4																																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																															
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35																																																																								
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79																																																																								
OPERATING ENGINEERS LOCAL 4																																																																															
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																																															
PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51																																																																								
PAINTERS LOCAL 35																																																																															
PAINTERS LOCAL 35 - ZONE 1																																																																															
Apprentice: PAINTER (BRIDGES/TANKS) Effective Date: 1/1/2026 <table> <tr> <th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr> <tr><td>1</td><td>50.00</td><td>\$29.78</td><td>\$10.35</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$40.13</td></tr> <tr><td>2</td><td>55.00</td><td>\$32.76</td><td>\$10.35</td><td>\$0.00</td><td>\$6.93</td><td>\$0.00</td><td>\$50.04</td></tr> <tr><td>3</td><td>60.00</td><td>\$35.74</td><td>\$10.35</td><td>\$0.00</td><td>\$7.56</td><td>\$0.00</td><td>\$53.65</td></tr> <tr><td>4</td><td>65.00</td><td>\$38.71</td><td>\$10.35</td><td>\$0.00</td><td>\$8.19</td><td>\$0.00</td><td>\$57.25</td></tr> <tr><td>5</td><td>70.00</td><td>\$41.69</td><td>\$10.35</td><td>\$12.00</td><td>\$8.82</td><td>\$0.00</td><td>\$72.86</td></tr> <tr><td>6</td><td>75.00</td><td>\$44.67</td><td>\$10.35</td><td>\$12.00</td><td>\$9.45</td><td>\$0.00</td><td>\$76.47</td></tr> <tr><td>7</td><td>80.00</td><td>\$47.65</td><td>\$10.35</td><td>\$12.00</td><td>\$10.08</td><td>\$0.00</td><td>\$80.08</td></tr> <tr><td>8</td><td>90.00</td><td>\$53.60</td><td>\$10.35</td><td>\$12.00</td><td>\$11.34</td><td>\$0.00</td><td>\$87.29</td></tr> </table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13	2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04	3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65	4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25	5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86	6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47	7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08	8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																																								
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13																																																																								
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04																																																																								
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65																																																																								
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25																																																																								
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86																																																																								
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47																																																																								
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08																																																																								
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29																																																																								
Apprentice to Journeyworker Ratio: 1:1																																																																															
PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$56.25	\$10.35	\$12.00	\$12.60	\$0.00	\$91.20																																																																								
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.																																																																															
PAINTERS LOCAL 35																																																																															

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.13	\$10.35	\$0.00	\$0.00	\$0.00	\$38.48
2	55.00	\$30.94	\$10.35	\$0.00	\$6.93	\$0.00	\$48.22
3	60.00	\$33.75	\$10.35	\$0.00	\$7.56	\$0.00	\$51.66
4	65.00	\$36.56	\$10.35	\$0.00	\$8.19	\$0.00	\$55.10
5	70.00	\$39.38	\$10.35	\$12.00	\$8.92	\$0.00	\$70.65
6	75.00	\$42.19	\$10.35	\$12.00	\$9.45	\$0.00	\$73.99
7	80.00	\$45.00	\$10.35	\$12.00	\$10.08	\$0.00	\$77.43
8	90.00	\$50.63	\$10.35	\$12.00	\$11.34	\$0.00	\$84.32

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$54.31	\$10.35	\$12.00	\$12.60	\$0.00	\$89.26
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$10.35	\$0.00	\$0.00	\$0.00	\$37.51
2	55.00	\$29.87	\$10.35	\$0.00	\$6.93	\$0.00	\$47.15
3	60.00	\$32.59	\$10.35	\$0.00	\$7.56	\$0.00	\$50.50
4	65.00	\$35.30	\$10.35	\$0.00	\$8.19	\$0.00	\$53.84
5	70.00	\$38.02	\$10.35	\$12.00	\$8.82	\$0.00	\$69.19
6	75.00	\$40.73	\$10.35	\$12.00	\$9.45	\$0.00	\$72.53
7	80.00	\$43.45	\$10.35	\$12.00	\$10.08	\$0.00	\$75.88
8	90.00	\$48.88	\$10.35	\$12.00	\$11.34	\$0.00	\$82.57

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$54.85	\$10.35	\$12.00	\$12.60	\$0.00	\$89.80
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.43	\$10.35	\$0.00	\$0.00	\$0.00	\$37.78
2	55.00	\$30.17	\$10.35	\$0.00	\$6.93	\$0.00	\$47.45

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, NEW) * Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	60.00	\$32.91	\$10.35	\$0.00	\$7.56	\$0.00	\$50.82
4	65.00	\$35.65	\$10.35	\$0.00	\$8.19	\$0.00	\$54.19
5	70.00	\$38.40	\$10.35	\$12.00	\$8.82	\$0.00	\$69.57
6	75.00	\$41.14	\$10.35	\$12.00	\$9.45	\$0.00	\$72.94
7	80.00	\$43.88	\$10.35	\$12.00	\$10.08	\$0.00	\$76.31
8	90.00	\$49.37	\$10.35	\$12.00	\$11.34	\$0.00	\$83.06
Apprentice to Journeyworker Ratio: 1:1							
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$52.91	\$10.35	\$12.00	\$12.60	\$0.00	\$87.86
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 1							
Apprentice: PAINTER / TAPER (BRUSH, REPAINT) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.46	\$10.35	\$0.00	\$0.00	\$0.00	\$36.81
2	55.00	\$29.10	\$10.35	\$0.00	\$6.93	\$0.00	\$46.38
3	60.00	\$31.75	\$10.35	\$0.00	\$7.56	\$0.00	\$49.66
4	65.00	\$34.39	\$10.35	\$0.00	\$8.19	\$0.00	\$52.93
5	70.00	\$37.04	\$10.35	\$12.00	\$8.82	\$0.00	\$68.21
6	75.00	\$39.68	\$10.35	\$12.00	\$9.45	\$0.00	\$71.48
7	80.00	\$42.33	\$10.35	\$12.00	\$10.08	\$0.00	\$74.76
8	90.00	\$47.62	\$10.35	\$12.00	\$11.34	\$0.00	\$81.31
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.65	\$0.00	\$79.55
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.65	\$0.00	\$81.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER	6/1/2026	\$42.88	\$15.41	\$21.78	\$0.00	\$0.00	\$80.07
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$42.88	\$15.91	\$21.78	\$0.00	\$0.00	\$80.57
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$42.88	\$15.91	\$23.52	\$0.00	\$0.00	\$82.31
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PILE DRIVER Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47
Apprentice to Journeyworker Ratio: 1:5							
PIPEFITTER & STEAMFITTER	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							
Apprentice: PIPEFITTER & STEAMFITTER Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$28.23	\$13.95	\$0.30	\$9.55	\$0.00	\$52.03
2	45.00	\$31.76	\$13.95	\$14.00	\$9.55	\$0.00	\$69.26
3	60.00	\$42.35	\$13.95	\$14.00	\$9.55	\$0.00	\$79.85
4	70.00	\$49.41	\$13.95	\$14.00	\$9.55	\$0.00	\$86.91
5	80.00	\$56.46	\$13.95	\$14.00	\$9.55	\$0.00	\$93.96
Apprentice to Journeyworker Ratio: 1:3							
PIPELAYER	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBERS & GASFITTERS	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/28/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBERS & GASFITTERS Effective Date: 3/2/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.42	\$15.32	\$4.61	\$2.80	\$0.00	\$48.15
2	40.00	\$29.06	\$15.32	\$5.22	\$3.20	\$0.00	\$52.80
3	55.00	\$39.95	\$15.32	\$7.07	\$4.40	\$0.00	\$66.74
4	65.00	\$47.22	\$15.32	\$8.30	\$5.20	\$0.00	\$76.04
5	75.00	\$54.48	\$15.32	\$9.53	\$6.00	\$0.00	\$85.33
Apprentice: PLUMBERS & GASFITTERS Effective Date: 8/31/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$26.18	\$15.32	\$4.61	\$2.80	\$0.00	\$48.91
2	40.00	\$29.92	\$15.32	\$5.22	\$3.20	\$0.00	\$53.66
3	55.00	\$41.13	\$15.32	\$7.07	\$5.20	\$0.00	\$68.72
4	65.00	\$48.61	\$15.32	\$8.30	\$5.20	\$0.00	\$77.43
5	75.00	\$56.09	\$15.32	\$9.53	\$6.00	\$0.00	\$86.94
Apprentice to Journeyworker Ratio: 1:2							
PNEUMATIC CONTROLS (TEMP.)	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	6/1/2026	\$50.15	\$10.90	\$9.75	\$9.65	\$0.00	\$80.45
LABORERS	12/1/2026	\$51.65	\$10.90	\$9.75	\$9.65	\$0.00	\$81.95
LABORERS - ZONE 1	6/1/2027	\$53.25	\$10.90	\$9.75	\$9.65	\$0.00	\$83.55
	12/1/2027	\$54.85	\$10.90	\$9.75	\$9.65	\$0.00	\$85.15
	6/1/2028	\$56.53	\$10.90	\$9.75	\$9.65	\$0.00	\$86.83
	12/1/2028	\$58.20	\$10.90	\$9.75	\$9.65	\$0.00	\$88.50
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2026	\$50.25	\$10.90	\$9.75	\$9.65	\$0.00	\$80.55
LABORERS	12/1/2026	\$51.75	\$10.90	\$9.75	\$9.65	\$0.00	\$82.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012)	8/1/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$0.00	\$57.56
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							
READY-MIX CONCRETE DRIVER	8/1/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$0.00	\$61.57
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							
RECLAIMERS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
LABORERS - ZONE 1	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73
Apprentice Notes ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1							
Apprentice to Journeyworker Ratio: 1:5							
ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							
Apprentice: SHEETMETAL WORKER Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
2	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
3	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
4	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
5	52.00	\$32.72	\$14.91	\$11.66	\$1.50	\$1.74	\$62.53
6	52.00	\$32.72	\$14.91	\$11.66	\$1.75	\$1.75	\$62.79
7	60.00	\$37.76	\$14.91	\$12.84	\$2.00	\$1.93	\$69.44
8	65.00	\$40.90	\$14.91	\$13.58	\$2.25	\$2.04	\$73.68
9	75.00	\$47.20	\$14.91	\$15.06	\$2.75	\$2.28	\$82.20
10	85.00	\$53.49	\$14.91	\$16.53	\$2.75	\$2.49	\$90.17
Apprentice to Journeyworker Ratio: 1:4							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$0.00	\$80.53
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2026	\$43.63	\$15.41	\$21.78	\$0.00	\$0.00	\$80.82
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.63	\$15.91	\$21.78	\$0.00	\$0.00	\$81.32
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.63	\$15.91	\$23.52	\$0.00	\$0.00	\$83.06

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							

Apprentice: SPRINKLER FITTER							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14

Apprentice Notes							
Apprentice entered prior 9/30/10:							

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
ELECTRICIANS LOCAL 103	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79
2	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79
3	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78
5	55.00	\$29.42	\$13.00	\$13.51	\$3.96	\$0.00	\$59.89
6	60.00	\$32.09	\$13.00	\$13.59	\$4.32	\$0.00	\$63.00
7	65.00	\$34.77	\$13.00	\$13.67	\$4.68	\$0.00	\$66.12
8	70.00	\$37.44	\$13.00	\$13.75	\$5.04	\$0.00	\$69.23
9	75.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
10	80.00	\$42.79	\$13.00	\$13.91	\$5.76	\$0.00	\$75.46

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.76	\$13.00	\$0.74	\$0.00	\$0.00	\$38.50
2	45.00	\$24.76	\$13.00	\$0.74	\$0.00	\$0.00	\$38.50
3	50.00	\$27.51	\$13.00	\$13.46	\$3.60	\$0.00	\$57.57
4	50.00	\$27.51	\$13.00	\$13.46	\$3.60	\$0.00	\$57.57
5	55.00	\$30.26	\$13.00	\$13.54	\$3.96	\$0.00	\$60.76
6	60.00	\$33.01	\$13.00	\$13.62	\$4.32	\$0.00	\$63.95
7	65.00	\$35.76	\$13.00	\$13.70	\$4.68	\$0.00	\$67.14
8	70.00	\$38.51	\$13.00	\$13.79	\$5.04	\$0.00	\$70.34
9	75.00	\$41.27	\$13.00	\$13.87	\$5.40	\$0.00	\$73.54
10	80.00	\$44.02	\$13.00	\$13.96	\$5.76	\$0.00	\$76.74

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS	2/1/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$12.84	\$15.57	\$8.02	\$0.00	\$69.88
2	60.00	\$40.13	\$12.84	\$15.57	\$8.02	\$0.00	\$76.56
3	70.00	\$46.82	\$12.84	\$15.57	\$8.02	\$0.00	\$83.25
4	80.00	\$53.51	\$12.84	\$15.57	\$8.02	\$0.00	\$89.94
5	90.00	\$60.20	\$12.84	\$15.57	\$8.02	\$0.00	\$96.63

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2026	\$43.92	\$15.41	\$21.78	\$0.00	\$0.00	\$81.11
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.92	\$15.91	\$21.78	\$0.00	\$0.00	\$81.61
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.92	\$15.91	\$23.52	\$0.00	\$0.00	\$83.35
TUNNEL WORK - COMPRESSED AIR	6/1/2026	\$61.48	\$10.90	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS	12/1/2026	\$62.98	\$10.90	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2026	\$63.48	\$10.90	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS	12/1/2026	\$64.98	\$10.90	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2026	\$53.55	\$10.90	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS	12/1/2026	\$55.05	\$10.90	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2026	\$55.55	\$10.90	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.05	\$10.90	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$0.00	\$80.53
TEAMSTERS JOINT COUNCIL NO. 10	8/1/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$0.00	\$81.03
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$0.00	\$82.77
WAGON DRILL OPERATOR LABORERS	6/1/2026	\$49.40	\$10.90	\$9.75	\$9.65	\$0.00	\$79.70
LABORERS - ZONE 1	12/1/2026	\$50.90	\$10.90	\$9.75	\$9.65	\$0.00	\$81.20
	6/1/2027	\$52.50	\$10.90	\$9.75	\$9.65	\$0.00	\$82.80
	12/1/2027	\$54.10	\$10.90	\$9.75	\$9.65	\$0.00	\$84.40
	6/1/2028	\$55.78	\$10.90	\$9.75	\$9.65	\$0.00	\$86.08
	12/1/2028	\$57.45	\$10.90	\$9.75	\$9.65	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$49.50	\$10.90	\$9.75	\$9.65	\$0.00	\$79.80
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	\$51.00	\$10.90	\$9.75	\$9.65	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/2/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

DOCUMENT 00700
SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

- A. CHANGE ORDER means a written order or directive from the Owner or its authorized agent directing or authorizing the Contractor to make changes in the work required by the Contract, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract. The term "equitable adjustment" shall be considered synonymous with change order.
- B. CONTRACT, this Agreement between the Owner and the Contractor to provide the construction services required pursuant to the Contract Documents.
- C. CONTRACT DOCUMENTS, consist of the Advertisement For Bids, Information For Bidders, Bid Forms, Supplements to Bid Forms, Agreement Form, Bonds and Certificates, General Conditions, Supplemental Conditions, Specifications issued by the Owner or its agent during the bidding period, change orders, procedures and forms attached to this Contract, all of which constitute one instrument.
- D. CONTRACTOR or GENERAL CONTRACTOR or a pronoun in place of it, shall mean the party contracting to perform the construction services required by this Contract.
- E. ***DESIGNER, the engineer hired by the Owner to develop the plans and specifications for the Project and to inspect construction to ensure that it is conducted in accordance with the Contract.***
- F. GENERAL LAWS - the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- G. **OWNER - The City of Everett, Everett, Massachusetts**
- H. PROJECT - the capital facility project, the construction of which is described in the Contract Documents.
- I. RESIDENT ENGINEER, the Designer's on-site representative (Project Monitor).
- J. SITE SUPERVISOR, the person employed by the Contractor to be in attendance at the project site throughout the execution of construction services under this Contract.
- K. USE and OCCUPANCY, completion of the Contract work or a designated phase thereof, sufficient to permit the Owner to utilize the Project for its intended purpose.

ARTICLE 2: DESCRIPTION OF WORK, INTERPRETATION, and INTENT

- A. The Contractor agrees to begin and complete the work as specified in Article 5 and according to the requirements of the bid form in Section 00350 following Notice to Proceed date. The Contractor shall furnish all labor, materials, and equipment required by the Contract Documents and performs all work in a proper, thorough, and workmanlike manner in accordance with the terms of this Contract and customary construction practice.

- B. All plans, general and detailed, are to be deemed a part of this Contract, and the plans and specifications and Contract are to be considered together, and are intended to be mutually complementary, so that any work shown on the plans, though not specified in the specifications, and any work specified in the specifications though not shown on the plans, is to be executed by the Contractor as a part of this Contract. Figured dimensions are to prevail over scale. All things, which in the opinion of the Designer may reasonably be inferred from the Contract Documents, are to be executed by the Contractor in accordance with the terms of the Contract. In case of discrepancies, plans take precedence over specifications.
- C. The Contractor shall be responsible to the Owner for the acts and omissions of his/her subcontractors and suppliers and of all persons directly or indirectly employed by him/her or them in connection with the work required under this Contract.
- D. The Table of Contents, titles, headings and marginal notes or subscripts contained herein is solely to facilitate references and in no way affect or limit the interpretation of the provisions to which they refer.

ARTICLE 3: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

In general, the Contractor shall:

- A. Review of Specifications.
Carefully study the Contract Documents and any orders that shall be made and given as authorized in this Contract and procure from the Designer special information as to the order and manner of doing the work or any part of the work not fully shown by said specifications and directions.
- B. Review of Dimensions.
Carefully compare all specifications and all directions of the Designer relating to the work, so there shall be no doubt or discrepancy regarding the work to be performed under the Contract, and at once submit all cases of doubt or discrepancy to the Designer for review and adjustment.
- C. Notices, Permits. The Owner waives (all permit fees to the city)
Give all notices, take out all permits; give personal supervision to the work, keep a full time licensed competent supervisor and a sufficient number of competent employees on the site until the completion of the work; carry on the work to the satisfaction of the Owner and the Designer with all proper speed and in accordance with the requirements of law and of all other public authorities; and furnish the Owner with such information relative to the work, and the persons employed thereon, as the Owner shall from time to time request.
- D. Sanitary Facilities will be supplied by the Owner.
- E. Telephone, the Owner will not provide telephone services.
- F. Competent Workers; Superintendent.
 - (1) The Contractor shall employ only competent licensed workers and whenever the Owner's Representative shall notify the Contractor, in writing, that any worker is in his opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on the Project except with the consent of the Owner.

- (2) Duties and Qualifications of the Site Supervisor. The Site Supervisor shall be a competent and responsible employee, satisfactory to the Owner who is regularly employed by the Contractor and is required by him/her as his/her representative to be in full-time attendance at the Project site throughout the execution and progress of the construction of the work. The Site Supervisor shall be responsible for coordinating all the work of the Contractor and the subcontractors. The Site Supervisor shall be licensed consistent with the Massachusetts Department of Labor and Work Force Development. The Site Supervisor's resume shall be submitted to the Owner prior to commencement of construction and must demonstrate to the Owner's reasonable satisfaction that the Site Supervisor has performed similar duties on previous construction projects similar to the Project.

G. Subcontractors

The Contractor shall submit to the Designer a listing of the names and categories of work to be performed by subcontractors and sub-subcontractors for review and approval prior to the subcontractor or sub-subcontractors performing services on the Project. The Designer's review of such listing shall be limited to a check on the qualifications and responsibility of the subcontractor or sub-subcontractor proposed, and the approval shall not be unreasonably withheld. The Contractor shall require each subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the Owner and the Designer. Each subcontract agreement shall preserve and protect the rights of the Owner and the Designer under the Contract Documents, with respect to the work to be performed by the subcontractor and shall allow the subcontractor the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

H. Safety Requirements.

The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government and local government agencies applicable to work performed under this Contract, including the following:

- (1) If the Contractor uses or stores toxic or hazardous substances he is subject to G.L. Chapter 111F, section 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Work Force Development, 441 CMR 21; and must post a Work Place Notice obtainable from the Department of Labor and Work Force Development.
- (2) This Project is subject to compliance with Public Law 92-596 "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction including Volume 36, numbers 75 and 105 of the Federal Register as amended, and as published by the U.S. Department of Labor.
- (3) In addition, the following provisions of G.L. Chapter 149 apply:
 - (a). Monitoring, Inspection and Investigation of Work Involving Asbestos: The department shall monitor, inspect, and investigate all work, including construction, demolition, alteration or repair, involving any building or structure, including those owned or leased by the Commonwealth or any of its political subdivisions or authorities, where such work involves the use or handling of asbestos or material containing asbestos, including the disposal of materials containing asbestos and asbestos contaminated waste.
 - (b). License for Business Activities Involving Asbestos; fee: No person, firm, corporation, or other entity shall enter into, engage in, or work at the business of removal, containment or encapsulation of asbestos or materials containing asbestos, involving any building or structure, including those owned or leased by the Commonwealth or any of its political subdivisions or authorities, unless such person, firm, corporation or entity shall have received a license therefore, issued by the commissioner and in accordance with the provisions set forth in this chapter. The secretary of administration shall determine a fee for such license pursuant to section three B of chapter seven.

- (c). Rules and Regulations; Health and Safety of Asbestos Workers; training: The commissioner shall promulgate rules and regulations relative to the protection of the occupational health and safety of workers engaged in the use, handling, removal or disposal of asbestos or materials containing asbestos including, but not limited to, the construction, demolition, alteration or repair of any building or structure, including those owned or leased by the commonwealth or any of its political subdivisions or authorities. Such regulations shall require adequate instruction and training of workers employed by such contractors. Such training shall include, but not be limited to, instructions in health risks, precautionary measures, protective equipment, and other safeguards.
- (d). Complaints by Employees Relating to Asbestos; Retaliation by Employer: No employee shall be penalized by an employer in any way as a result of such employee's filing of a complaint or otherwise providing notice to the department in regard to the occupational health and safety of such employee or other workers engaged in the use, handling, removal, or disposal of asbestos or materials containing asbestos.
- (e). Violations of Work Place Standards Relating to Asbestos; Cease and Desist Orders: the commissioner, upon determination that there is a violation of any Work Place standard relative to the protection of the occupational health and safety of workers or of any standard or requirement of licensure, may order any work site to be closed by way of the issuance of a cease-and-desist order enforceable in the appropriate courts of the commonwealth. For purposes of cease-and-desist order, the work site may include the area where asbestos related work is being performed and other areas of the building or structure which the commissioner determines may be hazardous to the health and safety of workers as a result of such asbestos work.

ARTICLE 4: CONTROL OF MATERIALS AND EQUIPMENT (NOT APPLICABLE)

ARTICLE 5 - EXECUTION AND PROGRESS

A. Progress Schedule.

- (1) Pre-Construction Conference: Prior to commencement of the work, the Contractor shall meet in conference with representatives of the Owner and Designer to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other contract procedures.
- (2) The Contract time commences immediately from the date that the executed copy of the Contract accompanied by a NOTICE TO PROCEED is mailed or presented to the Contractor or within such other period, as the Owner shall authorize in writing. The Contractor shall begin work on the Project within ten days of the date that a properly executed copy of this Contract is delivered to the Contractor, unless otherwise ordered in writing by the Owner. All appropriate notifications shall be made to Federal, State, and local regulatory agencies.
- (3) The total work shall be completed according to the requirements of the bid forms in Sections 00350 and 00375. The completion date of the work shall be defined as when all abatement work has been performed; the area has been cleaned and passed, an air clearance test. The Contractor shall allow a minimum of two day (excluding weekends and holidays) for the air sampling and clearance test.
- (4) Prior to commencement of the work the Contractor shall submit to the Designer a bar chart schedule in satisfactory form, showing in detail his proposed progress for the asbestos abatement and selective demolition of the various parts of the work. He shall at the end of each two-week period, or more often if required, furnish the Designer updated schedule showing actual progress of the various parts of the work in comparison with the originally proposed progress schedule submitted to the Designer. If the Designer or Project Manager raises any objections to progress schedules submitted by the Contractor, the Contractor shall immediately address and resolve such objections to the reasonable satisfaction of the Designer or Project Manager.

- (5) Time is of the essence in the performance of work under this Contract, which shall be completed according to the requirements of the Bid Forms in Sections 00350 and 00375. The Contractor shall be entitled to an extension of time if the time for completion of the work is extended due to the issuance of change orders. Delays caused by suppliers, subcontractors and sub-subcontractors shall be considered to be within the control of the Contractor. Should the Contractor require additional time to complete the work he/she shall document his/her reasons therefore and request an extension of time at the time the alleged delay occurred, as provided in this Article.
- (6) Failure to notify the Owner of any delay as provided in this Article shall preclude the Contractor from subsequently claiming any damages due to said delay. Requests for extensions of time shall be submitted as a change order request to the Owner under Article 6.

B. Liquidated Damages

- (1) Since time is of the essence and since the amount of damage and loss to the Owner which will result from the Contractor's failure to turn each phase of the Project over to the Owner for use and occupancy within the completion dates specified in this Contract will be difficult or impracticable to ascertain, the Contractor shall pay to the Owner the sum of \$1,000.00 for each and every calendar day that the use and occupancy date for the different phases of this project exceeds the contract completion dates, as extended by any authorized extension of time granted pursuant to Article 6 and as stated in the bid forms. Such money shall be paid as liquidated damages, not as a penalty, to partially cover losses and expenses to the Owner.
- (2) The Owner shall recover such liquidated damages by deducting the amount thereof out of any moneys due or that become due the Contractor, and if such moneys are insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay the Owner the amount due for liquidated damages.
- (3) Permitting the Contractor to continue and finish the work or any portion of it after the time fixed in the Contract for completion, as extended by an authorized extension of time granted in accordance with the provisions of Article 6, shall not operate as a waiver on the part of the Owner of any of its rights under the Contract, including the right to assess liquidated damages.
- (4) The amount of the liquidated damages has been determined, in part, based upon the fact that delays in completion of phases by the asbestos contractor will result in delaying the general contractor's ability to commence and complete various portions of its work on the project.

C. Delays.

- (1) The Owner may delay the commencement of the work, or any part thereof, due to unforeseen circumstances or conditions which have a bearing on the work required under this Contract or for any other reason if it is deemed to be in the best interest of the Owner to do so. The Contractor shall have no claim for damages on account of such delay but shall be entitled to so much additional time in which to complete the whole or any portion of the work required under this Contract as the Designer shall reasonably determine be justified, subject to the provisions of the following subparagraphs (b) and (c).
- (2) The Owner may for its convenience, order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine appropriate, provided however, that if there is a suspension, delay or interruption for fifteen days or more due to a failure of the Owner to act within the time specified in this Contract, the Owner shall make an adjustment in the Contract price for any increase in the cost of performance of this Contract, but shall not include any profit to the Contractor on account of such increase; and provided further, that the Owner shall not make any adjustment in the Contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

- (3) The Contractor must submit the amount of a claim under subparagraph (b) to the Owner in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.
- (4) The Owner and the Contractor agree that they understand that the preceding subparagraph (c) places a burden on the Contractor to inform the Owner, as soon as practicable, whenever the Contractor considers that an action or inaction of the Owner or its agents could result or has resulted in a delay in the Project, thereby providing the Owner with the opportunity to take action to avoid or lessen the time extensions or damages that might be associated with such action or inaction.
- (5) In the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, the subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other

ARTICLE 6 - CHANGES IN WORK

A. General.

- (1) The Contractor must perform all the work in conformity with the contract plans and specifications. Substantial deviations, or change orders, may be made only as provided by M.G.L. Ch. 30, Sec. 39I and M.G.L. Ch. 44, Sec. 31C, and as provided herein. Change orders must be in writing and only when authorized by the Owner or awarding authority or by the architect or engineer in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in performance of the work, within thirty days after an authorized written change order, the written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefore; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the Owner and the Contractor and the amount in dollars of such adjustment; and (4) that the deviation is in the best interest of the Owner. The certificate shall be signed under the pains and penalties of perjury and shall be a permanent part of the file record of the work contracted for.
- (2) M.G.L. Ch. 44, Sec 31C provides that no change order as provided for in (a) above which results in additional cost shall be deemed to have been given until the auditor or accountant or other officer of the City having similar duties has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the City of its liability to pay for such work
- (3) A change order request may originate with the Owner, the Designer or the Contractor and shall be submitted to the Owner. The change order request must be made in writing on and in accordance with the provisions of this Contract and applicable procedures of the Owner.
- (4) A change order request may be submitted for changes in the Contract work.
- (5) Whenever a change order is requested or ordered and said change will cause an adjustment in the Contractor's cost, the Contractor may request an equitable adjustment in writing in the Contract price.
- (6) The Owner's agents and the Contractor shall negotiate an equitable adjustment in the Contract price and receive approval from the City of Everett before commencement of the pertinent work, or as soon thereafter as possible.

- (7) During the negotiation of an equitable adjustment in Contract price, the Contractor shall provide the Owner with all cost and pricing data used by him in computing the amount of the Contractor shall certify that the pricing data used was accurate, complete, and current.

B. Computing Equitable Adjustments.

Equitable adjustments in the Contract price shall be determined according to one of the following methods, or a combination thereof as determined by the Owner:

- (1) Fixed price basis, provided that the fixed price shall be inclusive of item (a) through (e) (below) and shall be computed in accordance with those provisions.
- (2) Estimated lump sum basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment.
- (3) Time and materials basis, on a not-to-exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on the following items (a) through (e):
 - (a) The cost at prevailing rates for direct labor, material, and use of equipment.
 - (b) Plus, cost of Workmen's Compensation Insurance, union fringe benefits and federal unemployment taxes, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the Contractor may elect to use a flat 25% of the total labor rate in item (a).
 - (c) Plus 20% of item (a) for overhead, superintendent and profit which will be paid to the Contractor for the work of the Contractor and all his subcontractors. The Contractor and his subcontractors shall agree upon the distribution of 17.5% as a matter of contract between each other. If there are no subcontractors for the work the percentage is 8%.
 - (d) If the net change is in addition to the Contract price it shall include the Contractor's overhead, and profit. On any change, which involves a net credit, no allowances for overhead, superintendent and profit shall be figured.
 - (e) Plus, actual direct premium cost of payment and performance bonds required of the Contractor and its subcontractors provided there will be an appropriate credit for bond premiums in the case of a credit change order.

C. Work Performed Under Protest.

The Contractor shall perform all work as directed by the Owner, and if the Owner determines that certain work for which the Contractor has requested a change order does not represent a change in the Contract, or if the Contractor and the Owner cannot agree to the amount of compensation for a change order, the Contractor shall perform said work under protest and must follow the procedures described in the following subparagraphs (1) and (2):

- (1) If the Contractor claims compensation for a change not approved by the Owner, he shall on or before the first working day following commencement of any such work or sustaining of any such damage submit to the Owner's site representatives, or, if there is none to the Designer, a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of his change order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.
- (2) On or before the second working day after the commencement of such work or sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Designer and the Owner itemized statements of the details and costs of such work performed or damage sustained; calculated pursuant to paragraph 2 (3) of this Article; and unless such statements shall be made as so required, his claim for such compensation shall be forfeited and invalid and he shall not be entitled to payment on account of any such work or damage.

D. Statutory Provisions - Differing Site Conditions; Timely Decisions.

The Contractor's attention is directed to Massachusetts General Law Chapter 30, sections 39I, 39J, 39N, 39O and 39P, the provisions of which apply to this Contract.

- (1) Differing Site Conditions, M.G.L. Chapter 30, Section 39N. If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.
- (2) Timely decision by Owner. M.G.L. C. 30 Section 39P. Whenever this Contract requires the Owner or its Designer to make a decision during construction of the Project, on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, that decision shall be made promptly and, in any event, no later than thirty days after receipt of a written submission for such decision by the Contractor; but if such decision requires extended investigation and study, the Owner or the Designer shall, within thirty days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

E. Construction Change Directives

- (1) A Construction Change Directive is a written order prepared by the Designer and signed by the Owner and Designer, directing a change in the Work, and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- (2) A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- (3) Upon request of the Owner or the Designer, the Contractor shall without cost to the Owner submit to the Designer, in such form as the Designer may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Designer. The Contractor shall promptly revise and resubmit such estimate if the Designer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Designer, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Designer bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, as selected by the Owner:
 - (a) Fixed prices basis, provided that the fixed price shall be inclusive of items 1 through 5 (below) and shall be computed in accordance with those provisions.

- (b) Estimated lump sum basis to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment.
- (c) Time and materials basis – on a not to exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on 1 through 5 below.
 - (1) The cost at prevailing rates for direct labor, material, and use of equipment.
 - (2) Plus, cost of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the Owner may elect to use a flat 25% of the total labor rate, in (1).
 - (3) Plus 20% of (a) for overhead, superintendence and profit which will be paid to the Contractor for Item 1 work, which is the work of the Contractor and all his non-filed Subcontractors. On Item 2 work, which is work of filed Subcontractors, this 20% will be allowed only to the Subcontractor filed pursuant to Mass. G. L. Chapter 149, Section 44f and is not applicable to other subcontractors including those listed under paragraph E of the sub bid form. The contracting parties referred to in this subparagraph shall agree upon the distribution of the 20% as a matter of contract between each other.
 - (4) For work performed by a Subcontractor filed pursuant to Mass. G.L. Chapter 149, Section 44f, the General Contractor shall accept an additional 7% of said filed Subcontractor's price calculated as set forth in the immediately preceding subparagraph (c) as full compensation for processing forms and assuming full responsibility for the faithful performance of such work by said filed Subcontractor (s).
 - (5) Plus, actual direct premium cost of payment and performance bonds required of the Contractor and filed Subcontractors, provided there will be an appropriate credit for premiums for a credit change order.
- (d) If the net change is an addition to the contract price it shall include the Contractor's overhead, superintendence, and profit. On any change, which involves net credit, no allowance for overhead, superintendence and profits shall be figured. For any change that does not include labor performed or materials installed in the project, there will be no markup for the Contractor's overhead, superintendence, and profit, although there is a net increase in the contract. Charges for small tools known as "tools of the trade" are not to be computed in the amount of a change.
- (e) If the Owner elects to determine the cost of the Work as provided in 7.3.3.2 using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to subparagraph 7.1.4. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the Owner's option to require the Cost of any given change to be determined by one or of the other methods stated in 7.3.3. If the Owner elects to determine the Cost of the change work by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent work, the Contractor shall keep daily records, available at all times to the Designer for inspection, of the actual quantities of such work put in place, and delivery receipts or their adequate evidence, acceptable to the Designer, indicating the quantities of materials delivered to the site for use in such unit price work, an distinguishing such from other similar material delivered for use in work included in the base Contract Sum.
- (4) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Designer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- (5) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- (6) The Contractor agrees to perform all work as directed by the Designer, and if the Designer determines that certain work, for which the Contractor has requested a change order under this

Article, does not represent a change in work; the Contractor shall comply with the following subparagraph:

- (a) If the Contractor claims compensation for a change not ordered as aforesaid, or for any damages sustained, he shall, on or before the first working day following commencement of any such work or sustaining of any such damage submit to the Designer a written statement of the nature of such work or damage sustained. Any work performed or damage sustained prior to the time specified above, even though similar in character, will not be considered as warranting compensation, it being clearly understood that the commencement of any such work or sustaining of any such damage will be recognized only when and as submitted in writing in accordance with this subparagraph.

ARTICLE 7 - PAYMENT PROVISIONS

A. Contract Amount.

The Owner shall pay, and the Contractor shall accept as full compensation for satisfactorily performing the work required by this Contract as indicated on the agreement forms.

B. Statutory Payment Provisions.

The Contractor shall be entitled to payment from the Owner of the Contract amount, plus any approved additive change orders, less any approved deducts change orders.

- (1) Method of Payment on Building Construction Projects. G.L. C 30 Section 39K. The Owner shall pay the Contractor for the construction of the Project as follows; Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F.

- (2) If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed sub-trade and each sub-sub-trade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of

chapter 149.

(2) Method of Payment on Public Works Projects. G.L. c. 30 Section 39G.

- (3) Upon substantial completion of work required by the Contract, the Contractor shall present in writing to the Owner its certification that the work has been substantially completed. Within twenty- one days thereafter, the Owner shall present to the Contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed. The Owner may include with this list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract completion date, within which the Contractor must achieve substantial completion of the work. In the event that the Owner fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty- one-day period, the Contractor's certification shall take effect as the declaration that the work has been substantially completed.
- (a) Within sixty five days after the effective date of a declaration of a substantial completion, the Owner shall prepare and forthwith send to the Contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but five percent (5%) retainage on that work, including the quantity price and all but one per cent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The Owner also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty- nine F.
 - (b) If the Owner fails to prepare and send to the Contractor any substantial completion estimate required by this section on or before the date herein above set forth, the Owner shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the Owner sends that substantial completion estimate to the Contractor for acceptance or to the date of payment therefore, whichever occurs first. The Owner shall include the amount of such interest in the substantial completion estimate.
 - (c) Within fifteen days after the effective date of the declaration of substantial completion, the Owner shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty five days after the receipt of such list or before the then Contract completion date, whichever is later. If the Contractor fails to complete such work within such time, the Owner may, subsequent to seven days written notice to the Contractor by certified mail, return receipt requested, terminate the Contract, and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

- (d) Within thirty days after receipt by the Owner of a notice from the Contractor stating that all of the work required by the Contract has been completed, the Owner shall prepare and forthwith send to the Contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the Owner's inspection shows that work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed. If the Owner fails to prepare and send to the Contractor the final estimate within thirty days after receipt of notice of completion, the Owner shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the Owner sends the final estimate to the Contractor for acceptance or the date of payment therefore, whichever occurs first, provided that the Owner's inspection shows that no items required by the Contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on the amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The Owner shall include the amount of interest required to be paid hereunder in the final estimate.
- (e) The Owner shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the Contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty fifth day to the date of payment. In the case of periodic payments, the Owner may deduct from its payment a retention based on its estimate of the fair value of its claims against the Contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance. Five percent (5%) of the final payment shall be withheld until the Owner receives the final dump receipt.
- (f) No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar the Contractor from reserving all rights to dispute the quantity and amount of, or the failure of the Owner to approve a quantity and amount of, all or part of any work item or extra work item.
- (g) Substantial completion, for the purposes of this section, shall mean either that the work required by the Contract has been completed except for work having a Contract price of less than one per cent of the then adjusted total Contract price, or substantially all of the work has been completed and open to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the Contract.

C. Standard Invoice.

- (1) The Contractor shall, once in each month on the day of the month corresponding to the date of the Contract, on forms provided and, in the manner, prescribed by the Owner, submit to the Owner or its Designer, a standard invoice showing the total amount of work done to the time of such estimate and the value thereof. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the Owner said periodic estimate in proper form and arithmetically correct. The Contractor shall include in such periodic estimate only such materials as are incorporated in the work, except that he may upon delivery of a bill of sale to the Owner accompanied by receipted vouchers or other acceptable proof of payment by the Contractor or subcontractor for such materials, include the value of materials or equipment delivered at the site of the work (or at some location agreed to in writing) ready for use, provided that in the judgment of the Designer they are materials or equipment which meet the requirements of the Contract and which the Contractor can adequately protect until incorporated in the work. The Owner shall retain five percent of such estimated value as part security for the fulfillment of this Contract by the Contractor and shall pay to the Contractor the balance not retained as aforesaid after deducting therefrom all previous payments and all sums to be kept under the provisions of this Contract.

Forms to Be Used. American Institute of Architects (AIA) Application and Certificate of Payment, Document G702 and Continuation Sheet, Document G703.

D. Direct Payment Provisions. Direct Payment to Subcontractors, M.G.L. Chapter 30, Section 39F, provides as follows:

- (a) Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less than any amount specified in any court proceedings barring such payment and also less than any amount claimed due from the subcontractor by the Contractor.
- (b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall pay to the subcontractor the full amount received from the Owner less any amount specified in any court proceedings barring such payment and also less than any amount claimed due from the subcontractor by the Contractor.
- (c) Each payment made by the Contractor to the Owner pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make such payment to each such subcontractor. If the Owner has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the Owner shall act upon the demand as provided in this section.

- (d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.
- (e) Within fifteen days after receipt of the demand by the Owner but in no event prior to the seventieth day after substantial completion of the subcontract work, the Owner shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- (f) The Owner shall forthwith deposit the disputed amount of a properly filed direct payment claim as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.
- (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.
- (h) The Owner shall deduct from payments to the Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have the right in such deductions to any claims against such amounts by creditors of the Contractor.

- (i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the Contractor may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate form the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (e), (f), (g) and (h).
 - (j) Any assignment by the subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty- nine of chapter one hundred forty- nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Owner, or which are on deposit pursuant to subparagraph (f) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.
 - (k) In order to have standing to file a direct payment request pursuant to this section 4, a subcontractor must meet the requirement of the following subparagraph (a) if the Project is a building project awarded pursuant to GLC 149 Section 44A or subparagraph (b) if the Project is a public works project awarded pursuant to GLC 30 Section 39M.
- E. Payment Liabilities of Contractor.
- (1) The Contractor shall be responsible to the Owner for all expenses, losses and damages incurred in consequence of any defect, omission or mistake of the Contractor or his/her employees or the making good thereof. In case the work required by this Contract shall not be completed by the time herein designated, as extended pursuant to the terms of this Contract, the Contractor shall pay to the Owner as liquidated damages in full compensation for such delay the sum specified hereinbefore (see Article 5, Paragraph 2).
 - (2) Retention of Moneys by Owner. The Owner may retain any moneys, which would otherwise be payable under this Contract and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the Owner as a direct result of the Contractor's failure to perform its obligations hereunder.
 - (3) No monies retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of Chapter 149, Section 29, for which security is provided by bond.
- F. Acceptance of Final Payment.
- The acceptance by the Contractor of the last payment due under this Contract or the execution of the Certificate of Final Inspection, Release and Acceptance, shall operate as a release to the Owner and the Designer from all claims and liability related to this Contract, except for a claim against the Owner for the amount set forth by the Contractor in such Certificate.

ARTICLE 8 - TERMINATION

A. Termination for Cause.

If the Contractor shall be adjudged bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver shall be appointed of his property, or if the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of the Owner, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Owner shall be of the opinion, and shall so state in writing that the conditions herein specified as to the rate of progress are not being fulfilled, or that the Contractor has substantially violated any of the provisions of this Contract, the Owner may terminate the Contract and hold the Contractor and his sureties liable in damages as for a breach of contract, or the Owner may notify the Contractor to discontinue all work, or any part thereof, and thereupon the Contractor shall discontinue all work, or any part thereof, as the Owner may designate and the Owner may thereupon complete the work, or any part thereof, and charge its expense of so completing the work or part thereof, to the Contractor, and the Owner may take possession of and use or cause to be used in the completion of the work or part thereof any materials, machinery, implements and tools found upon the site of said work. The Owner may, at its option, require the surety or sureties to complete the Contract. The Owner shall not be liable for any depreciation, loss, or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

B. Acceleration.

In the event the Contractor fails to maintain the rate of progress required to complete the project on schedule due to causes within the Contractor's control, the Owner may, instead of notifying the Contractor to discontinue all work or any part thereof, notify him from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required; and unless he shall, within five days, after any such notice, increase his force, equipment and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the work or such part thereof or until the condition as to the rate of progress shall, in the opinion of the Owner, be fulfilled, the Owner may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Owner, be necessary to insure the completion of the work or such part thereof within the time herein specified, or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from the Owner to the Contractor to increase his force, equipment or plant, nor the employment of additional force, equipment or plant by the Owner shall be held to prevent a subsequent notice from the Owner to Contractor to discontinue work under provisions of the preceding paragraph, nor shall the Contractor be entitled for any costs of acceleration required to comply with this paragraph.

C. Termination Liabilities.

All expenses charged under paragraphs (A) and (B) of this Article shall be deducted and paid by the Owner out of any moneys then due or to become due the Contractor under this Contract; and in such accounting the Owner shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the work of completing the Contract or any part thereof, or for insuring its proper completion, or for the additional force, equipment and plant that may be employed, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner, upon completion of the work.

D. Termination - No Fault.

The Owner shall have the right to terminate the Contract, without cause, upon seven (7) day's written notice to the Contractor. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in paragraph A, the Contractor shall be compensated for its construction services, calculated on a percent completion basis as provided in Article 7, Paragraph B, covering the period of time between the last periodic payment and the date of termination.

ARTICLE 9 - MISCELLANEOUS LEGAL REQUIREMENTS

A. General.

- (1) In all respects, this contract shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public construction contracts including but not limited to M.G.L. CH. 7, 10, 30, 144 and 149. The provisions of the Massachusetts General Laws regarding public construction shall take precedence over any and all other contract provisions or documents. Any conflicts among provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws. The Contractor warrants that he is familiar with and agrees to abide by all laws of the Commonwealth of Massachusetts.
- (2) The Contractor shall keep himself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used or employed in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Contract work. All provisions of law that apply to this Contract are made a part of this Contract, whether incorporated into this Contract or not. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Owner in writing. He shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees.

B. Corporate Disclosures.

The Contractor, if a foreign corporation, shall comply with G.L. Chapter 181, Sections 3 and 5, and Chapter 30, section 39L.

C. Veterans Preference.

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined in clause forty three of Section seven of Chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

D. Prevailing Wage Rates.

The Commissioner of Labor and Work Force Development has established the attached Schedule of the prevailing minimum wage rates that must be paid to all workers employed on the Contract. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Contract throughout the term of the Contract. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Contract exceed the rates listed on the Schedule. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Project site during the term of the Contract. (See M.G.L. c. 149 section 27). If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers MGL 149 section 34B.

E. Employment Records.

- (1) The Contractor and its subcontractors shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed on the Project, showing the name, address and occupational classification of each such employee, and shall furnish to the Commissioner of Labor and Work Force Development, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. Such records shall be open to inspection by any authorized representative of the department at any reasonable time, and as often as may be necessary.
- (2) Each such contractor and subcontractor shall preserve its payroll records for a period of three years from the date of completion of the Contract.
- (3) Each contractor and subcontractor shall furnish to the Commissioner of Labor and Work Force Development within fifteen days after completion of its portion of the work a statement, executed by the Contractor or subcontractor in the form included in section 00350.

F. Vehicle and Equipment Operators.

If the Commissioner of Labor and Work Force Development has established a Schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for this Project, the Contractor shall be obligated to pay such operators the minimum wage rate contained on such Schedule. (See M.G.L. c. 149 sect. 27F).

G. Minority Participation.

As said provisions may from time to time be amended, they shall also apply to this contract. The Contractor will be required to maintain on the project not less than a 7.4% ratio MBE participation and 4.0% WBE participation.

ARTICLE 10 Contractor's Accounting Requirements

A. The words defined herein shall have the meaning stated below whenever they appear in this Article.

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded this Contract.
- (2) "Contract" means any contract awarded or executed pursuant to G.L.C. 30, section 39M or G.L.C. 149 section 44A-H, which is for an amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent.

- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
 - (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which s/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefore shall be stated. An accountant's report shall include a signed statement by the corporate officer responsible attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.
 - (7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.
 - (h) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
 - (8) The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
 - (9) Until the expiration of six years after final payment, the Inspector General, and the Owner shall have the right to examine any books, documents, papers or records of the Contractor or his/her subcontractors that directly pertain to and involve transactions relating to the Contractor or his/her subcontractors.
 - (10) The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Owner including in his/her description the date of the change and reasons therefore and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
 - (11) The Contractor shall file a statement of management on internal accounting controls as set forth in paragraph (3) below prior to the execution of the Contract, and
 - (12) The Contractor shall file prior to the execution of the Contract an audited financial statement for the most recent completed fiscal year as set forth in paragraph (4) below and will continue to file such statement annually during the term of the Contract.
- B. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
- (1) Transactions are executed in accordance with management's general and specific authorization.
 - (2) Transactions are recorded as necessary
 - (i) To permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - (ii) To maintain accountability for assets.
 - (3) Access to assets is permitted only in accordance with management's general or specific authorization; and
 - (4) The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- C. The Contractor shall also file with the Owner a statement prepared and signed by an independent certified public accountant, stating that she/he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- (1) Whether the representations of management in response to this paragraph and paragraph (2) above are consistent with the results of management's evaluation of the system of internal accounting controls; and
- (2) Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts, which would be material when measured in relation to the applicant's financial statement.

ARTICLE 11 - INSURANCE REQUIREMENTS

The Contractor must provide all required insurance per Document 00500.

- A. **WORKER'S COMPENSATION INSURANCE** must be provided at the Contractor's expense in accordance with the provisions of Mass. General Laws Chapter 149, section 34A. The Contractor shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits under General Law Chapter 152, as amended, to all persons to be employed on the Project, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Owner when requested and prior to the award of this Contract by submitting a copy of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- B. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.**
The Contractor shall take out and maintain at his own expense during the term of this Contract with respect to the operations he performs or operations to be performed for him or by his subcontractors, regular Contractor's Public Liability Insurance providing for a limit of not less than the amount named in the following Paragraph E for all damages arising out of bodily injuries to or death of one person, and, subject to that limit of each person, a total limit of the amount named in the following Paragraph 5 for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and regular Contractor's Property Damage Liability for all damages arising out of injury to or destruction of property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of the amount named in Paragraph E for all damages arising out of injury to or destruction of property during the term of the Contract. The Contractor shall not commence work on this Contract until proof of compliance with this stipulation has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write this type of insurance in the Commonwealth. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Owner at least fifteen days prior to the intended date thereof, which date shall be expressed in said notice.
- C. **FIRE INSURANCE AND EXTENDED COVERAGE.** The Contractor shall take out and maintain insurance against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement on all work included in this Contract, until the final acceptance of the work unless he receives a written waiver from the Owner modifying this requirement. The amount of the insurance at all times shall be at least equal to the amount paid on account of labor or materials and the value of labor or materials furnished or delivered but not yet paid for by the Owner. The policy or policies shall specifically state that they are for the benefit of and payable to, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract work, as their interests may appear. All policies must be issued by companies authorized to do business under the laws of this Commonwealth.

- D. VEHICLE LIABILITY INSURANCE. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance for bodily injury and property damage in amounts not less than those stated in Paragraph E.
- E. CONTRACTOR'S AND ASBESTOS LIABILITY INSURANCE. The Contractor shall take out and maintain Contractor's Asbestos, and Public Liability and property Damage Liability Insurance in accordance with the Contract terms in not less than the amounts listed herein.

All insurance coverage shall be in force from the time of the Agreement to the date when all work under the contract is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the OWNER should coverage become unavailable or if its policy should change.

The CONTRACTOR shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

- F. ENGINEER, PROJECT MANAGER AND OWNER AS ADDITIONAL INSURED. Such insurance shall be endorsed to name the Owner, the Owner's Project Manager, and the Engineer as additional insured with respect to all liability insurance required herein.
- G. CANCELLATION NOTICE. The Contractor shall furnish the Owner and Engineer, certificates of insurance certifying the existence of all insurance required herein, and such certificates will provide 60 days notice shall be given by certified mail on the event of termination or material change in coverage.

ARTICLE 12 - PERFORMANCE AND PAYMENT BONDS

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a performance bond in 100% of the total Contract price and a payment bond in an amount of 100% of the total Contract price from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the City or furnished and materials used or employed therein, when the Contract is executed.

ARTICLE 13 - INDEMNIFICATION

- A. The Contractor shall take all responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Engineer, the Owner, Project Manager and their officers, boards, commissions, committees, employees, and agents from all claims relating to labor performed or furnished and materials used or employed for the work; to inventions, patents and patent rights used in and in doing the work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and his employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his employees therein.
- B. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Project Manager and the Engineer and their agents, boards, commissions, committees, officers, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph.
- C. The Contractor and his employees, subcontractors, etc. shall conform to the general safety policies of the Owner while present on the work site and shall also follow all other local, State and Federal Safety requirements.
- D. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers or workers' compensation acts, disability benefit acts, or other employee benefit acts.
- E. The obligations of the Contractor hereunder shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- F. The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs,

expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated on or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

- G. The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from such operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.
- H. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants, and employees as he is for his own acts and omissions and those of his own officers, agents, servants, and employees. The employees of the Contractor perform their tasks as such and are not considered employees of the Owner; therefore, they shall not be entitled to any benefit or incidence of employment, including without limitation, insurance, sick/vacation leave, retirement, etc.
- I. Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.
- J. If any other contractor of any subcontractor of any other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner, Project Manager and Engineer from and against any and all claims by such other contractors or subcontractor alleging such loss, damage or delay and from and against any and all claims, demands suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.
- K. The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

ATTACHMENT A

WAGE RATES

- A. The following schedule furnishes the minimum hourly rates of wages and health and welfare fund contributions required to be paid to the various laborers and mechanics employed directly upon the site of the work embraced by this specification, the rates having been determined by the Commissioner of Labor and Work Force Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, inclusive, as amended.
- B. Any class of laborers and mechanics (including apprentices) not listed in the schedule, which will be employed on this contract, shall be classified or reclassified, conformable to the schedule.
- C. While the wage rates shown are the minimum rates required by these Specifications to be paid during the life of the contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.
- D. The Contractor shall post at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- E. Hours of employment shall be as provided by the Massachusetts General Laws, Chapter 149, Section 30.

The Contractor shall pay to any police officer regularly or specially employed by him the prevailing rate of wages paid to regular police officers in the City of Everett such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.

1.2 RELATED WORK UNDER OTHER SECTIONS

- A. Section 02 28 20 - Asbestos Remediation.
- B. Floor Plans.

1.3 HAZARDOUS MATERIALS PROCEDURE

- A. Asbestos:
 - 1. Asbestos Materials Exist On-Site: There are accessible and inaccessible Asbestos Containing Materials (ACM) in the building.
 - 2. Responsibility for Hazardous Material Discovery: It is the sole responsibility of the Asbestos Contractor to undertake whatever measures, methods or procedures are necessary, required or otherwise appropriate to safeguard the health and safety of all workers and members of the public with respect to identification and discovery of previously unknown hazardous materials during the work of the Project.
 - 3. Indemnification: To the fullest extent permitted by law, the Asbestos Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or relating to the performance of the Work, including the discovery or identification of any hazardous materials, provided that any such claim, damage, loss or expense if attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Asbestos Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- B. Lead:
 - 1. The Asbestos Contractor shall be made aware that Lead Based Paint exists on painted surfaces throughout the building.
 - 2. All the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines in such form in which they exist at the time of the work on the Contract and as may be required by subsequent regulations.
 - 3. The Asbestos Contractor is solely responsible for means and methods, and techniques used for abatement. The Asbestos Contractor shall collect control lead contaminated debris and to properly remove and dispose.
 - 4. The following references are cited as current applicable publications. This project is subject to compliance with all regulations including but not limited to:

ENVIRONMENTAL PROCEDURES

- a. Commonwealth of Massachusetts, Department of Labor Standards.
 - b. Commonwealth of Massachusetts, Department of Environmental Protection.
 - a. U. S. Department of Labor, Occupational Safety and Health Administration Title 29 CFR 1910.1025 and 29 CFR Part 1926.62.
5. All above regulations are applicable to this project. Where there is a conflict between this section and the applicable regulations, the more stringent requirement shall prevail.

C. PCB's:

1. The Asbestos Contractor shall be made aware that building materials (Material) other than previously sampled including but not limited to painted surfaces, caulking, glue, coatings, sealant, and other building materials are likely to contain >1 ppm of Polychlorinated Biphenyls PCB's.
2. No testing was performed, and no testing will be permitted to be performed by any party working on this project.
3. All of the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines.

D. Silica Dust:

1. The Asbestos Contractor shall be made aware that building materials (Material) may contain Silica.
2. Due to the difficulty associated with exhaustive testing, the Owner has elected to direct the Asbestos Contractor to assume that Silica was found.
3. The Asbestos Contractor shall review and comply with most recent US Department of Labor Final Rule and shall take extra precautions to protect workers and other personnel on site.

PART 2 – PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

SECTION 02 28 20

ASBESTOS REMEDIATION

PART I - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.

1.2 RELATED WORK UNDER OTHER SECTIONS

- A. Section 01 35 43 - Environmental Procedures.
- B. Floor Plans (For Informational Purpose Only).

1.3 DESCRIPTION OF WORK

- A. The work includes the complete removal and disposal of all listed Asbestos Containing Materials (ACM) as indicated in Part 3 of this Section. Floor plans are for reference only and not all ACM might be shown.
- B. The asbestos contractor shall obtain a permit from the City of Everett. Permit fee is waived.

1.4 POTENTIAL ASBESTOS HAZARD & DEBRIS

- A. In the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM. They must take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.
- B. If the Asbestos Contractor fails to comply with the requirements of the specifications, the Asbestos Project Monitor may present a written stop of work order. The Asbestos Contractor must immediately and automatically stop all work until authorized in writing by the Asbestos Project Monitor to commence work. All costs related to delays shall be at the Asbestos Contractor's expense.

1.5 DEFINITIONS

- A. Abatement: Procedures to control fiber release from ACM. Includes encapsulation, enclosure, and removal.
- B. Asbestos: The name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure are incombustible and are separable into fibers. Asbestos includes Chrysotile, Crocidolite, Amosite, Anthophyllite, and Actinolite.

- C. ACM: Per Massachusetts guidelines, any material containing 1% or greater by weight of asbestos of any type or mixture of types.
- D. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- E. Asbestos Project Monitor: Asbestos Project Monitor licensed in the Commonwealth of Massachusetts to perform project monitoring and air sampling (Universal Environmental Consultants or any of its sub-consultants).
- F. Critical Barrier: A solid, asbestos impermeable partition erected so as to constitute a work area closure; the outer perimeter of an asbestos work area, usually erected across corridors or other open spaces to complete containment.
- G. DEP: Department of Environmental Protection.
- H. DLS: Department of Labor Standards.
- I. Designer: Commonwealth of Massachusetts licensed Designer Ammar Dieb, Universal Environmental Consultants (AD-900326).
- J. Enclosure: All herein specified procedures necessary to complete enclosure of all ACM behind airtight, impermeable, permanent barriers.
- K. Friable Asbestos Material: Material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- L. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- M. Removal: All specified procedures necessary to strip all ACM from the designated areas and to dispose of these materials at an acceptable site.
- N. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- O. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- P. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.
- Q. Work Area: Any area indicated on the Drawings as asbestos abatement areas or as areas containing friable asbestos material.
- R. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

1.6 ASBESTOS CONTRACTOR USE OF PREMISES

- A. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas to be designated by the Owner. If additional storage is necessary, obtain and pay for such storage off site.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Provide a full-time Site Supervisor with all appropriate state licenses, experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel and disposal procedures. This person is the Competent Person as required by 29CFR 1926 for the Asbestos Contractor and is the Asbestos Contractor's representative responsible for compliance with all applicable federal, state, and local regulations. This person must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two years on the job training and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. The Site Supervisor must be certified by the Commonwealth of Massachusetts.
- B. Asbestos Contractor shall provide proof of such certification to the Designer not less than 10 working days (Document Submission Date) prior to commencing any Work. The accredited Supervisor must be at the Work site at all times while Work is in progress.

1.8 SPECIAL REPORTS

- A. Except as otherwise indicated, submit special reports directly to the Asbestos Project Monitor within one day of occurrence requiring special report, with copies to all others affected by the occurrence.
- B. When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into work areas), prepare and submit a special report listing date and time of event, chain of events, response by Contractor's personnel, evaluation of results, and similar pertinent information. When such events are known or predictable in advance, advise the Asbestos Project Monitor in advance at earliest possible date.
- C. Prepare and submit special reports of significant accidents at the site and anywhere else work is in progress related to this project. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss.

1.9 NOTIFICATIONS

- A. Secure all permits related to asbestos removal, hauling, and disposition and provide timely notification as may be required by federal, state, and local authorities including the Health department. Notify the Regional Office of the Environmental Protection Agency (EPA) in accordance with 40 CFR 61.22 (d) (1) and provide copies of the notification to the Designer and the State Environmental Regulatory Agency not later than the Document Submission Date.

- B. No later than the Document Submission Date, notify the local fire and police department, in writing, of proposed asbestos abatement Work. Advise the fire department of the nature of the asbestos abatement Work, and the necessity that all firefighting personnel who may enter the Work site in the case of fire wear self-contained breathing apparatus. Provide one copy of the notices to the Designer prior to commencing the project.
- C. Submit proof to the Designer that all required permits, site location, and arrangements for transport and disposal of ACM have been obtained.

1.10 PERMIT AND COMPLIANCE

- A. The Asbestos Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. The Asbestos Contractor shall submit to the Asbestos Project Monitor the plan for managing the waste including all collection, storage, disposal, and decontamination practices/waste disposal.
- C. The Asbestos Contractor must maintain current certificates of training, licenses, or registrations pursuant to OSHA, DEP and EPA regulations for all Work related to this Project, including the removal, handling, transport, and disposal of hazardous and industrial waste.

1.11 SAFETY COMPLIANCE

- A. Comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials.
- B. Comply with the applicable requirements of the current issue of 29CFR 1926.1101 and 40CFR 61, Subparts A and B.

1.12 PERSONNEL PROTECTION

- A. Prior to commencement of work, workers shall be instructed in and shall be knowledgeable of the hazards of asbestos exposure; use and fitting of respirators; use of showers; entry and exit from work areas, and all aspects of work procedures and protective measures.
- B. All abatement workers shall receive training and shall be accredited as required by 40 CFR 763.90(g). Training and accreditation shall be in accordance with 40 CFR 763, Appendix C to Subpart E. Training shall also be provided to meet the requirements of OSHA Regulations contained in 29 CFR 1926.
- C. Prior to the start of work, the Asbestos Contractor shall provide medical examinations for all employees in accordance with 29CFR 1926.1101 (m). All employees hired by the Asbestos Contractor after start of work shall have medical examinations in accordance with this paragraph before being put to work.

- D. Maintain complete and accurate records of employee's medical examinations during employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of OSHA, the Director of The National Institute for Occupation Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.
- E. Provide personnel exposed to airborne concentrations of asbestos fibers with fire retardant disposable protective whole-body clothing, head coverings, gloves, and foot coverings. Provide gloves to protect hands. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Asbestos Contractor shall require and monitor the use of complete protective clothing. A competent person designated by the Asbestos Contractor in accordance with 29CFR 1926.1101 shall periodically examine protective clothing worn by employees in the work area for rips or tears. When rips or tears are detected, they shall be immediately mended or replaced.
- F. Provide goggles to personnel engaged in asbestos operations when the use of a full-face respirator is not required.
- G. Provide all persons with personally issued and marked respiratory equipment approved by NIOSH and OSHA. The appropriate respiratory protection shall be selected according to the most recent Massachusetts regulations.
- H. Once all visible asbestos material has been removed during decontamination, cartridge type respirators will be allowed during the final cleanup provided the measured airborne concentrations do not exceed 0.1 fibers per cubic centimeter. Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation.
- I. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health, and Human Services. All personnel wearing negative pressure respirators shall have respirator fit tests within the last six months and signed statements shall be available.

1.13 CODES AND REGULATIONS

- A. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
- B. The Asbestos Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of Workers, visitors to the site, and persons occupying areas adjacent to the site. The Asbestos Contractor is responsible for providing medical examinations and maintaining medical records or personnel as required by the applicable federal, state, and local regulations. The Asbestos Contractor shall hold the Owner, Designer for failure to comply with any applicable Work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

1.14 REFERENCE STANDARDS

- A. Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Requirements of this Section shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified. Where conflict among requirements or with this Section exists, the more stringent requirements shall apply.
- B. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- C. EPA requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- D. DEP and DLS.
- E. Regulations for Hazardous Waste Management.

1.15 SUBMITTALS

- A. The Asbestos Contractor must submit a completed set of submittals to the Designer no later than the Document Submission Date, but not more than 15-days prior to start. No Work can commence until all submittals have been approved. The Asbestos Contractor shall be required to provide updates as needed.
- B. Submit all required licenses and certification required under MGLC.149 S 44D and 453 CMR 6.00.
- C. Submit a copy of the written respirator program.
- D. Submit manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2. Manufacturer's brochures without certifications are not acceptable.
- E. Submit a detailed plan of the Work procedures to be used in the removal of materials containing asbestos. Such plan shall include location of asbestos control areas, decontamination units, layout of decontamination units, location of access routes to asbestos control areas, interface of trades involved in the construction, sequencing of asbestos related Work, disposal plan, type of wetting agent and asbestos sealer to be used, air monitoring, and a detailed description of the method to be employed in order to control pollution.
- F. Submit a plan for emergency actions.
- G. Submit the name, address, and telephone number of the testing laboratory selected for the personal air monitoring of airborne concentrations of asbestos fibers to meet Federal and State OSHA regulations, including Short Term Exposure Limit sampling (STEL). The laboratory must have satisfactorily completed the NIST Proficiency Analytical Testing (PAT) Program and be licensed by the appropriate state agency. Submit the certification that persons counting the samples have been judged proficient by successful completion of the NIOSH 582 course (or equivalent). All OSHA required air monitoring should be done in accordance with the most current NIOSH 7400 method.

- H. Submit the design of the negative pressure system.
 - 1. Number of negative air machines required and the calculations necessary to determine the number of machines.
 - 2. Description of projected airflow within the Work area and methods required providing adequate airflow in all portions of the Work area.
 - 3. Manufacturer's product data and certifications for the machines to be used.
 - 4. Location of machines in the Work area.
 - 5. Location of pressure differential measurement equipment.
 - 6. Manufacturer's product data on equipment used to monitor pressure differential.
- I. Submit for approval the form of security and safety log, which will be maintained on the project.
- J. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the DEP.
- K. Submit proof that training requirements as specified in 29CFR 1926.1101 (k) (3) and by appropriate state agencies has been complied with.
- L. Submit a description of the plans for construction of decontamination enclosure systems and for isolation of the Work areas in compliance with this specification and applicable regulations.
- M. Submit a schedule including Work dates, shift time, number of employees, dates of start and completion of all Work, asbestos abatement, inspection and clearance monitoring, each phase of refinishing, and final inspections). Schedule shall be updated with each partial payment request.
- N. Submit copies of all notifications.
- O. Submit copy of asbestos license.
- P. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the DEP and EPA.
- Q. Submit Health and Safety Plan per the requirements of OSHA and other applicable regulations.
- R. Submit a detailed site plan with location of fence, gates, access points, and other related scope.
- S. Submit once work is complete, all disposal waste shipment records and related documents, closure report for ACM.

1.16 REPORTING

- A. Maintain on site a daily log documenting the dates and time of the following items, as well as other significant events:
 - 1. Minutes of meetings: purpose, attendees, and brief discussion
 - 2. Visitations: authorized and unauthorized
 - 3. Personnel: by name, entering and leaving the Work area
 - 4. Special or unusual events
- B. Documentation with confirmation signature of Asbestos Project Monitor of the following:

1. Inspection of Work area preparation prior to start of removal and daily thereafter.
2. Removal of waste materials from Work area and transport and disposal at approved site.

1.17 AIR MONITORING

- A. Throughout the entire removal and cleaning operations, air monitoring will be conducted to ensure that the Asbestos Contractor is in compliance. Universal Environmental Consultants will be performing monitoring and air sampling at the job site at no cost to the Asbestos Contractor.
- B. The purpose of the air monitoring will be to detect faults in the Work area isolation such as:
 3. Contamination of the building outside of the Work area with airborne asbestos fibers,
 4. Failure of filtration or rupture in the negative pressure system,
 5. Contamination of the exterior of the building with airborne asbestos fibers.
 6. Should any of the above occur the Asbestos Contractor should immediately cease asbestos activities until the fault is corrected! Work shall not commence until authorized by the Designer.

1.18 AIRBORNE FIBER COUNTS

- A. If any air sample taken outside of the work area exceeds the base line established below, immediately and automatically stop all work. If this air sample was taken inside the building and outside of critical barriers around the work area, immediately erect new critical barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g., wall, ceiling, and floor).
 1. Decontaminate the affected area in accordance with the procedures outlined in Decontamination of Work Area.
 2. Respiratory protection shall be worn in affected area.
 3. Leave critical barriers in place until completion of work and ensure that the operation of the negative pressure system in the work area results in a flow of air from the balance of the building into the affected area.
 4. After certification of visual inspection in the work area, remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Work Area Clearance.
 5. A final inspection after removal of poly shall be completed by the Asbestos Contractor's Supervisor and the Asbestos Project Monitor.
- B. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts. "Airborne Fibers" referred to above include all fibers regardless of composition as counted in the NIOSH 7400 Procedure. If work has stopped due to high airborne fiber counts, air samples will be secured in the same area by the Asbestos Project Monitor for analysis by electron microscopy. "Airborne Fibers" counted in samples analyzed by Scanning or Transmission Electron microscopy shall be only asbestos fibers, but of any diameter and length. Subsequent to analysis by electron microscopy the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by the NIOSH 7400 procedure by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.
- C. If Electron microscopy is used to arrive at the basis for determining "Airborne Fiber" counts in accordance with the above paragraph, and if the average of airborne asbestos fibers in all samples taken outside the work area exceeds the base line, then the cost of such analysis will be borne by the Asbestos Contractor, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plastic Sheet: 9-mil minimum thickness, unless otherwise specified, in sizes to minimize the frequency of joints.
- B. Tape: Capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Provide tape, which minimizes damage to surface, finishes.
- C. Cleaning Materials: Use materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. Impermeable Containers: Suitable to receive and retain any asbestos containing or contaminated materials until disposal at an approved site. Containers must be both air and watertight.
- E. Provide metal or fiber drums with tightly fitting lids and double thickness 6 mil plastic bags capable of being sealed and sized to fit within the drums.

2.02 EQUIPMENT

- A. Supply the required number of asbestos air filtration units to the site in accordance with these specifications. Each unit shall include the following:
 - 1. Cabinet: Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. Cabinet shall be factory sealed to prevent asbestos containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end. Unit shall be mounted on casters or wheels.
 - 2. Fans: Rate capacity of fan according to useable air moving capacity under actual operating conditions. Use centrifugal type fan.
 - 3. HEPA Filters: The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
 - 4. Each filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual I36-300-I75A. Each filter shall bear a UL 586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, airflow rating, efficiency, and resistance.
 - 5. Prefilters: Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first stage prefilter shall be a low efficiency type (e.g., for particles 10 um and larger). The second stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 um). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.

6. Instrumentation: Each unit shall be equipped with a Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the useable air handling capacity for various static pressure readings on the Magnehelic gauge shall be affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operation.
7. Safety and Warning Devices: The unit shall have an electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter. Units shall be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Indicator lights are required to indicate normal operation, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).
8. Electrical Components: Provide electrical components, which are approved by the National Electrical Manufacturers Association (NEMA), and Underwriter's Laboratories (UL). Each unit should be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

2.03 DANGER SIGNS AND LABELS

- A. Display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.010 fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.
- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Asbestos Project Monitor. Sign shall meet the requirements of 29CFR 1926.200. A sample of the signs to be used shall be submitted to the Asbestos Project Monitor for approval prior to beginning work area preparation.
- C. Affix danger labels to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers.

2.04 PERSONNEL DECONTAMINATION UNIT

- A. Prior to any asbestos abatement work, including placement of plastic on walls that will contact or disturb asbestos containing surfaces, or removal of light fixtures or any items on asbestos containing surfaces, construct a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Shower Room, and Equipment Room.
- B. Build suitable framing or use existing rooms, with the Asbestos Project Monitor written approval, connected with framed in tunnels if necessary; line with 6 mil plastic; seal with tape at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. Decontamination units and access tunnels constructed outside shall be constructed with tops made of 5/8" plywood or approved equal. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases, access between any two rooms within the decontamination enclosure systems shall be through a curtained doorway.

- C. Provide a changing (clean) room for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Clean Room and the rest of the building. Locate so that access to work area from Clean Room is through Shower Room. Separate Clean Room from the building by a sheet polyethylene flapped doorway.
- D. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.
- E. An existing room may be utilized as the changing room if it is suitably located and of a configuration whereby workmen may enter the Clean Room directly from the Shower Room. Protect all surfaces of room with sheet plastic. Authorization for this shall be obtained from the Asbestos Project Monitor in writing prior to start of construction.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in Changing Room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide a continuously adequate supply of disposable bath towels.
 - 4. Provide posted information for all emergency phone numbers and procedures.
 - 5. Provide 1 storage locker per employee.
 - 6. Provide all other components indicated on the Contract drawings.
- F. Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.
- G. Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.
 - 1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 - 2. Separate this room from the Clean and Equipment Rooms with airtight walls fabricated of 6-mil polyethylene.
 - 3. Provide showerhead and controls.
 - 4. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
 - 5. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.
 - 6. Arrange so that water from showering does not splash into the Clean or Equipment Rooms.
 - 7. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.
 - 8. Provide flexible hose shower head.
 - 9. Pump wastewater to drain and provide 20 micron and 5-micron wastewater filters in line to drain or wastewater storage. Locate filter hose inside shower unit so that water lost during filter changes is caught by shower pan and pumped to exterior filtering system.
- H. Provide equipment room for contaminated area; work equipment, footwear and additional contaminated work clothing are to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene flap doorway.

1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 2. Separate this room from the Shower Room and work area with airtight walls fabricated of 6-mil polyethylene.
- I. Separate work area from the equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, add an intermediate cleaning space between the Equipment room and the work area. Damp wipe cleans all surfaces after each shift change.

2.05 EQUIPMENT DECONTAMINATION UNITS

- A. In areas with only one access, it may be impossible to utilize a separate Equipment Decontamination Unit. In this case, all equipment and waste materials will exit through the Personnel Decontamination Chambers.
- B. When two accesses to the work area are available, provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Washroom for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.
- C. Provide an enclosed shower unit located in work area just outside Washroom as an equipment, bag, and container cleaning station.
- D. Provide Washroom for cleaning of bagged or containered asbestos containing waste materials passed from the work area. Construct Washroom of two by four inches (minimum) wood framing and polyethylene sheeting, at least six mil in thickness and located so that packaged materials, after being wiped clean can be passed to the Holding Room. Separate this room from the work area by flaps of six mil polyethylene sheeting, or rigid self-closing doors.
- E. Provide Holding Room as a drop location for bagged ACM passed from the Washroom. Construct Holding Room of two by four inches (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that bagged materials cannot be passed from the Washroom through the Holding Room to the Clean Room.
- F. Provide Clean Room to isolate the Holding Room from the building exterior. Construct Clean Room of two by four inches (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and locate to provide access to the Holding Room from the building exterior. Separate this room from the exterior by flaps of 6 mil polyethylene sheeting, or rigid self-closing doors.

2.06 DANGER SIGNS AND LABELS

- A. Provide and display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.010 fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs. Post signs at all approaches to Work areas or areas containing excessive concentrations of airborne asbestos fibers.
- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Designer. Sign shall meet the requirements of 29CFR 1926.1101 (k) (7).

- C. A sample of the signs to be used shall be submitted to the Designer for approval prior to beginning Work area preparation.

PART 3 - EXECUTION

3.01 SCOPE OF WORK

- A. It is anticipated that the asbestos abatement project will be performed in one phase. It is the Asbestos Contractor's responsibility to comply with the phasing schedule and shall comply with the commencement and completion dates allocated. Changing, decreasing, and increasing of phases, size, location, and scope of work shall not constitute compensation by the Owner or any of his representatives.
- B. Floor plans included are for reference only and may not fully depict the exact locations of all ACM to be removed. The inspector along with the awarded contractor will perform a site visit to review all work areas.
- C. The Asbestos Contractor shall decontaminate, remove, and dispose of all stored items not bolted throughout the building on all floors (regardless if abatement areas or not). Fixed tables, counters, cabinets, and other items shall remain in place and shall be fully protected and covered. Freezers shall remain operable in place, decontaminated on the outside and covered.
- D. The Asbestos Contractor shall include in his/her bid 70 (40-cubic yard, with an average of 5 tons per) dumpsters for the disposal of all stored items. The project monitor will review each dumpster prior to removal from the site. Each dumpster shall be fully utilized. Should additional dumpsters be needed, a change order will be issued based on \$2,500.00 per dumpster (including labor). Should less dumpsters be needed, a change order credit shall be issued based on \$2,200.00 per dumpster. Only 40-cubic yard dumpsters will be permitted to be used.
- E. The Asbestos Contractor shall provide protection of wood and slate floors.

Location	Type of ACM	Approximate Quantities
Throughout	Various Typers of Flooring	85,000 SF
	2' x 2' Suspended Acoustical Ceiling Tiles	70,000 SF
	Hard Joint Insulation	900 Total
	Duct Insulation	200 SF

- F. Specific Notes:
 1. It is the Asbestos Contractor's responsibility to inspect the site and confirm condition prior to the submission of his/her bid package. It is also the Asbestos Contractor's responsibility to review the floor plans. The Asbestos Contractor must include in his/her bid the entire scope of work listed above. Means and methods of removal will be at the discretion of the Asbestos Contractor with prior approval by the onsite monitor and designer.
 2. Remove and dispose of all ACM debris in the building.
 3. In all areas where ACM joint insulation has to be removed, ACM debris is included in the scope of work and has to be removed and disposed of as ACM at no extra cost to the Owner.

4. Remove and dispose as ACM of all exposed hard joint insulation and ACM that might be found above ceiling tiles including all ACM debris that might be found. Wet wipe all bare pipes upon completion of abatement.
5. Remove and dispose as ACM of all types/layers of flooring materials, including but not limited to carpets, engineered wood floors, multiple layers of vinyl floor tiles, resilient baseboard, stair treads, transition strips, and mastic under all above items. Mastic shall be removed by hand grinding.
6. Remove and dispose of as ACM of ceiling tiles, batting insulation that might exist on top. Grids shall be fully decontaminated and left in place in good condition.
7. Decontaminate of all surfaces above the ceiling tiles.
8. Perform demolition, remove and dispose of duct insulation.
9. UEC project monitor will quantify ACM pipe and hard joint insulation. Should measure quantities exceed quantities listed above, the asbestos contractor shall issue a change order of \$50.00 per LF/Each hard joint or shall provide a credit of \$40.00 per LF/Each hard joint, should measure quantities are lower than quantities listed above.
10. There are two (2) operable elevators located in part B of the building. Part A, this floor is not accessible by elevator.

3.02 JOB CONDITIONS

- A. Do not commence asbestos abatement work until:
 1. Arrangements have been made for disposal of waste at an acceptable site. Submittal shall be made no later than the Document Submission Date.
 2. Arrangements have been made for containing and disposal of wastewater resulting from wet stripping or filtering through a 5-micron filter.
 3. Pre-clean all areas prior to performing the work.
- B. All materials resulting from abatement work, except as specified otherwise shall become the property of the Asbestos Contractor and shall be disposed of as specified herein.

3.03 INSPECTION AND PREPARATION

- A. Examine the areas and conditions under which asbestos will be abated and notify the Asbestos Project Monitor in writing of conditions detrimental to the proper and timely completion of the work.
- B. Before any work commences, post danger signs in and around the Work Area to comply with 29CFR 1926.1101 (k) (l) as required by federal and state regulations, and as specified herein.

3.04 WORK PROCEDURE

- A. Perform asbestos related work in accordance with 29CFR 1926.1101 and as specified herein. Use wet removal procedures. Personnel shall wear and utilize protective clothing and equipment as specified herein. Personnel of other trades not engaged in the removal and demolition of asbestos shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection provisions of this specification are complied with by the trade personnel. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described hereinafter.

- B. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in the Clean Change Room and put on a respirator and clean protective clothing before entering the equipment room or the work area. All workers should remove gross contamination before leaving the work area. All clothing (coveralls, head covers, boots) shall be removed and properly disposed of before leaving equipment room. With the exception of bathing suites and respirators, the workers shall proceed to the Shower Room. Under the shower, respirators shall be removed and cleaned. Cleaned respirators shall be placed in suitable clean plastic bags and carried by employees to Clean Room. Soap, towels, shall be furnished by the Asbestos Contractor. The Asbestos Contractor shall maintain proper sanitary conditions. The Asbestos Contractor's designated competent person shall insure that these practices are being adhered to.
- C. Following showering and drying off, each worker and authorized visitor shall dispose of towels as contaminated waste and proceed directly to the Clean Change Room and dress in clean clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the Clean Change Room, each worker and authorized visitor shall put on the applicable respirator and shall dress in clean protective clothing. Contaminated work footwear should be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement dispose of footwear as contaminated waste.
- D. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or double bag for use at next site.
- E. Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated materials and until final cleanup is completed. This includes the removal of any equipment in contact with ACM such as lights and HVAC grills.

3.05 PREPARATION OF THE WORK AREA

- A. Seal off the work area by sealing large openings such as open doors, elevator doors, and passageways with a critical barrier. The critical barrier shall constitute the outermost boundary of the asbestos abatement project work area. Plastic sheeting on open framing is not a suitable critical barrier. Critical barriers may be erected of a suitable solid construction material such as plywood, sheetrock, gypsum board, or other related materials.
- B. Prior to any asbestos abatement work, clean the proposed work areas using HEPA filtered vacuum equipment and wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters will not be permitted. Dispose of all cloths, which are used for cleaning as contaminated waste.
- C. Place all tools, scaffolding, staging necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
- D. Shut down electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Provide 24-volt safety lighting and provide ground-fault interrupter circuits as power source for lights and electrical equipment.

- E. Seal off all openings, including but not limited to corridors, doorways, windows, skylights, ducts, grills, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting and sealed with tape.
- F. Prior to any abatement activities seal all floor and ceiling openings or penetrations that have not already been sealed. This includes penetrations through ceiling and floor slabs, both empty holes and holes accommodating items such as cables, pipes, ducts, conduit, and expansion joints in floors and wall and floor slab assemblies.
- G. Use combination fire stop foam and fire stop sealant equivalent to Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant. Material shall be applied in accordance with manufacturer's recommendations.
- H. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Coordinate work with local fire and police departments, and Asbestos Project Monitor.
- I. Shut down and isolate heating, cooling, ventilating air systems in the contaminated areas to prevent contamination and fiber dispersal to other areas of the structure. During the work, seal vents within the work area with solid barriers, such as plywood and tape and plastic sheeting, or as indicated on the drawings.
- J. Remove all HVAC system filters. Pack disposable filters in sealable double 6 mil plastic bags for burial in the approved waste disposal site; replace with new filters after final cleanup. Wet clean permanent filters; reinstall after final cleanup.
- K. Before work is begun, clean all items, which can be removed without disrupting the asbestos material. Pre-clean movable furniture, [carpeting, clocks, speakers, books, and other objects] within the proposed areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate; remove such objects from work areas to a temporary location as directed by the Asbestos Project Monitor.
- L. Pre-clean non-removable furniture, book shelving, equipment, heat fans, fire alarms, pipes, ductwork, wires and conduits, lockers, skylights, speakers, and other fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and wet cleaning methods as appropriate prior to abatement activities, and enclose with minimum 6 mil plastic sheeting sealed with tape.
- M. Remove and clean all ceiling mounted objects, such as lights, HVAC grills and other items not previously sealed off, that interfere with asbestos abatement. Use localized water spraying or HEPA filtered vacuum equipment during fixture removal to reduce fiber dispersal.

3.06 MAINTENANCE OF ENCLOSURE SYSTEMS

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period.
- B. Use smoke methods to test effectiveness of barriers when directed by the Asbestos Project Monitor.

3.07 CONTROL ACCESS

- A. Permit access to the work area only through the Decontamination Unit. All other means of access shall be closed off, warning signs displayed on the clean side of the sealed access.
- B. Large openings such as open doorways and passageways shall be sealed as a critical barrier. The critical barrier shall constitute the outmost boundary of the asbestos abatement work area.
- C. Plastic sheeting on open framing is not a suitable critical barrier. All cracks, seams, and openings in critical barriers shall be caulked or otherwise sealed, so as to prevent the movement of asbestos fibers out.

3.08 ISOLATION OF WORK AREA

- A. Completely separate the work area from other portions of the building, and the outside by sheet plastic barriers at least 6 mil in thickness, or by sealing with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including work area decontamination is completed. All lighting fixtures shall have had power shut off.
- C. Provide sheet plastic barriers at least 6 mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape.

3.09 COVERING OF FLOOR AND WALL SURFACES

- A. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning prior to being moved or covered. All equipment, furniture and other stored items in work area is to be deemed contaminated unless specifically declared as uncontaminated on the Drawings or in writing by the Asbestos Project Monitor. Clean all surfaces in work area with a HEPA filtered vacuum or by wet wiping prior to the installation of any sheet plastic.
- B. Cover floor of work area with two individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form sharp right angle-bend at junction of floor and wall so that there is no radius, which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
- C. Remove all general construction items such as cabinets, casework, doors and window trim, moldings, ceilings, and trim which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall, unless otherwise indicated, all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

- D. Cover all walls in work area with two layers of polyethylene sheeting, at least 6- mil in thickness, mechanically supported and sealed with duct tape. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract documents or in writing by the Asbestos Project Monitor. There shall be no seams in the plastic sheet at wall to floor joints.
- E. If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this section and decontaminate it as specified herein.

3.10 NEGATIVE PRESSURE

- A. Establish negative pressure in the work area by installation of High Efficiency Particulate Air (HEPA) filter air-purifying devices. Comply with ANSI Z9.2, Local Exhaust Ventilation Requirements. Maintain system in operation 24 hours per day until decontamination of the work area is completed, and area has been certified clean by air monitoring tests and visual inspections. Discharge of asbestos fibers to the outside of the building will not be permitted.
- B. Size negative air pressure system(s) to provide a minimum of one air change every 15 minutes for the area under negative pressure. Locate the exhaust unit(s) so that makeup air enters the work area primarily through the decontamination unit and traverses the work area as much as possible. The intent is to provide the air change specified in each work area (room), not just the specified negative pressure. Place the end of the unit or its exhaust duct through an opening in the plastic barrier or wall covering. Seal the plastic around the unit or duct with tape.
- C. The system shall maintain an air pressure differential of minus 0.02 inches of water. Test the negative pressure system prior to any abatement actions to ensure that the 0.02-inch differential is present. The Asbestos Project Monitor may require the use of ventilation smoke tubes to check the system performance.

3.11 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Thoroughly wet ACM to be removed prior to stripping to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal Encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal Encapsulant to penetrate material thoroughly. If a removal Encapsulant is used, apply in strict accordance with manufacturer's written instructions.
- B. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
- C. Remove saturated ACM in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit.
- D. For the removal of pipe and joint insulation, the density of asbestos containing pipe covering seldom allows the material to be removed in a completely wet state. However, every attempt should be made to keep the insulation material as wet as possible to prevent release of asbestos fibers.

- E. Cut the cloth covering on the pipe insulation along the top seam to allow wetting of the asbestos insulation. Do not allow the pipe insulation to fall to the ground or adjacent surfaces. Wet the insulation material and immediately place in a double 6 mil, minimum thickness labeled plastic bag.
- F. In certain areas, asbestos pipe insulation will be removed with glove-bags (with prior approval by the Asbestos Project Monitor).
 - 1. Seal all critical barriers.
 - 2. Pre-clean if necessary and place one layer of polyethylene under the pipe to be removed.
 - 3. Negative air machines with HEPA filtration will be used in the area.
 - 4. Glove bags will be smoke tested.
 - 5. Place necessary tools into pouch located inside glove-bag. This will usually include bone saw, utility knife, rags, scrub brush, wire cutters, tin snips, and pre-wetted cloth.
 - 6. Place one strip of duct tape along the edge of the open top slit of glove-bag for reinforcement.
 - 7. Place the glove bag around section of pipe to be worked on and staple top together through reinforcing duct tape. Next, duct tape the ends of glove-bag to pipe itself, where previously covered with plastic or duct tape.
 - 8. Place additional layers of tape along the top of the glove-bag to seal the staple holes and to securely support the bag on the pipe.
 - 9. Fill each bag with two inches of water to thoroughly wet the removed insulation.
 - 10. Attach vacuum hose through port in bag and tape tightly to prevent leakage.
 - 11. Insert spray nozzle into bag and tape tightly to prevent leakage.
 - 12. One person places his hands into the long-sleeved gloves while the second person directs garden sprayer at the work.
 - 13. Use bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal Encapsulant on the cutting area to keep dust to a minimum.
 - 14. Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.
 - 15. Using nylon scrub brush, rags, and water scrub and wipe down the exposed pipe.
 - 16. Wipe down the inside of the bag with the rags. Remove the water nozzle and tape shut.
 - 17. Encapsulate the exposed ends and cover any exposed ends of pipe insulation with the re-wettable clothe. This should be done prior to removing the bag.
 - 18. Place the cleaned tools either into the next glove bag or put into the glove and pulled out. Twist the glove, tape at least twice and cut through the tape. The tools can be dropped into a bucket of water to clean them.
 - 19. Twist the bag several times and turn on HEPA vacuum to remove the air. Tape the twist several times.
 - 20. Slip a 6-mil disposal bag under the glove-bag and while running the vacuum sufficiently to collapse the bag, cut the glove-bag off.
 - 21. Encapsulate all exposed pipe and elbows to lock down any remaining fibers.
 - 22. Remove disposable suits and place these into bag with waste.
 - 23. Collapse the disposal bag with a HEPA vacuum, twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

3.12 DECONTAMINATION OF WORK AREA

- A. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by operations. Remove visible accumulations of asbestos material and debris. Wet clean all surfaces within the work area.

- B. Remove the plastic sheets from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- C. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration, and decontamination enclosure systems in service.
- D. Remove all debris from floor of work area. This includes all trash, scraps of lumber, pipes, and all visible asbestos debris. The asbestos debris is primarily deteriorated pipe insulation that has fallen to the ground. Dispose of all debris removed as asbestos contaminated waste. HEPA vacuum the entire floor.
- E. Clean all surfaces in the work area and any other contaminated areas with water and with HEPA filtered vacuum equipment. After cleaning the work area, wait 24 hours to allow for settlement of dust, and again wet clean and clean with HEPA filtered vacuum equipment all surfaces in the work area. After completion of the second cleaning operation, perform a complete visual inspection of the work area to ensure that the work area is free of visible asbestos debris. The negative pressure system may be shut down only after clean air has been achieved.
- F. Include sealed drums, and all equipment used in the work area in the cleanup and remove from work areas, via the equipment decontamination enclosure system, at an appropriate time in the clean sequence.
- G. Conduct cleaning and disposal operations to comply with applicable ordinances and antipollution laws. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- H. Store volatile wastes in covered metal containers during work hours and remove from premises at end of workday. Prevent accumulation of wastes, which create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
- I. If the Asbestos Project Monitor, within 24 hours after the second cleaning, finds visible accumulations of asbestos debris in the work area, repeat the wet cleaning until the work area is in compliance, at no additional expense to the Owner.
- J. Remove the first layer of plastic sheet from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- K. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration, and decontamination enclosure systems in service.
- L. Following the final visual inspection by the Asbestos Project Monitor, after the removal of asbestos-containing materials and decontamination of work areas, and while space enclosures systems remain in place, seal all surfaces from which ACM have been removed to assure immobilization of any remaining fibers. Use a colored sealant so that complete coverage may be ensured by a visible inspection by the Asbestos Project Monitor to verify that asbestos-containing material has been adequately removed. Apply sealer in accordance with manufacturer's recommendations using airless spray equipment.
- M. Clearance air samples will be taken by the Asbestos Project Monitor using aggressive air sampling. Analysis will be made using Phase Contrast Microscopy or Transmission Electron Microscopy.

- N. Clean and decontaminate of all access routes used to transport ACM debris.

3.13 WORK AREA CLEARANCE

- A. The work is complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below. When this has occurred, the Asbestos Contractor shall notify the Asbestos Project Monitor that the area is ready for clearance.
- B. The number and volume of air samples taken, and analytical methods used by the Asbestos Project Monitor will be in accordance with applicable regulations.
- C. The Owner will pay UEC for the initial testing required for clearance. Should the initial testing fail, the Asbestos Contractor reimburse the Owner for the cost of all additional testing based on \$90.00 per hour for Asbestos Project Monitor, \$30.00 per each PCM and \$120.00 per each TEM.

3.14 DISPOSAL OF ACM AND ASBESTOS CONTAMINATED WASTE

- A. To prevent exceeding available storage capacity on site, remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority.
- B. Comply with 29 CFR 1926.1101.
- C. Seal all asbestos and asbestos contaminated waste material with double thickness 6-mil, sealable plastic bags. Label the bags; transport and dispose of all in accordance with the applicable OSHA and EPA regulations. At the conclusion of the job, place all polyethylene material, tape, cleaning material and clothing in the plastic lined drum. Seal, correctly label, and dispose of as asbestos waste material.
- D. Transport the bags to the approved waste disposal site. Asbestos Contractor shall obtain trip tickets at the landfill to document disposal of asbestos containing materials. A form shall be signed, not initialed, by all parties. Copies of all trip tickets shall be submitted to the Asbestos Project Monitor.
- E. If a rental vehicle is used to transport asbestos waste, Asbestos Contractor shall provide to the vehicle's owner a written statement as to the intended use of the vehicle. A copy of such notice, signed by the vehicle owner, shall be provided to the Asbestos Project Monitor prior to transporting materials in the vehicle. Two layers of 6-mil plastic sheet shall be placed on the floor and walls of the rental vehicle prior to loading any containers of asbestos waste.
- F. Consider wastewater from showers and sinks to be contaminated waste and dispose of in accordance with this Section unless water has been filtered through a 5-micron filter.

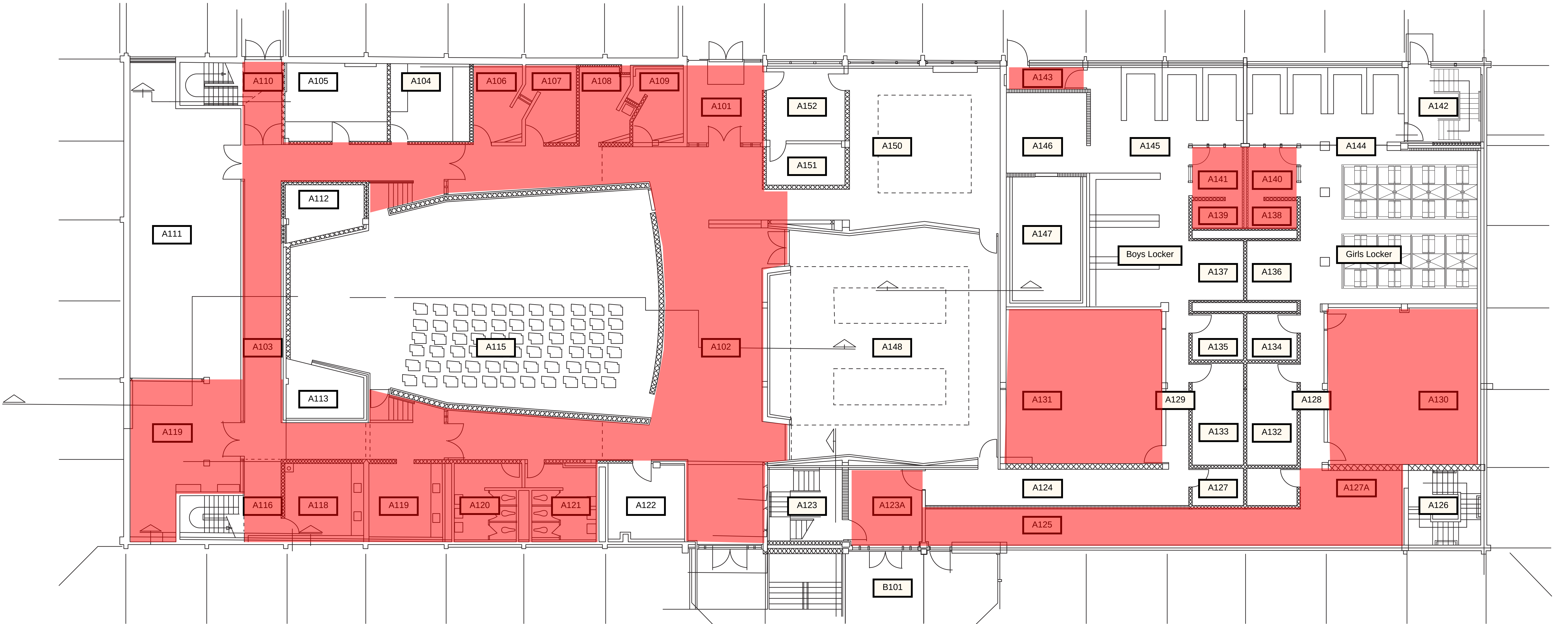
3.15 DISPOSAL OF NON-CONTAMINATED WASTE

- A. Remove from the site all non-contaminated debris and rubbish resulting from demolition operations. Transport materials removed from demolished areas and dispose of off site in a legal manner.

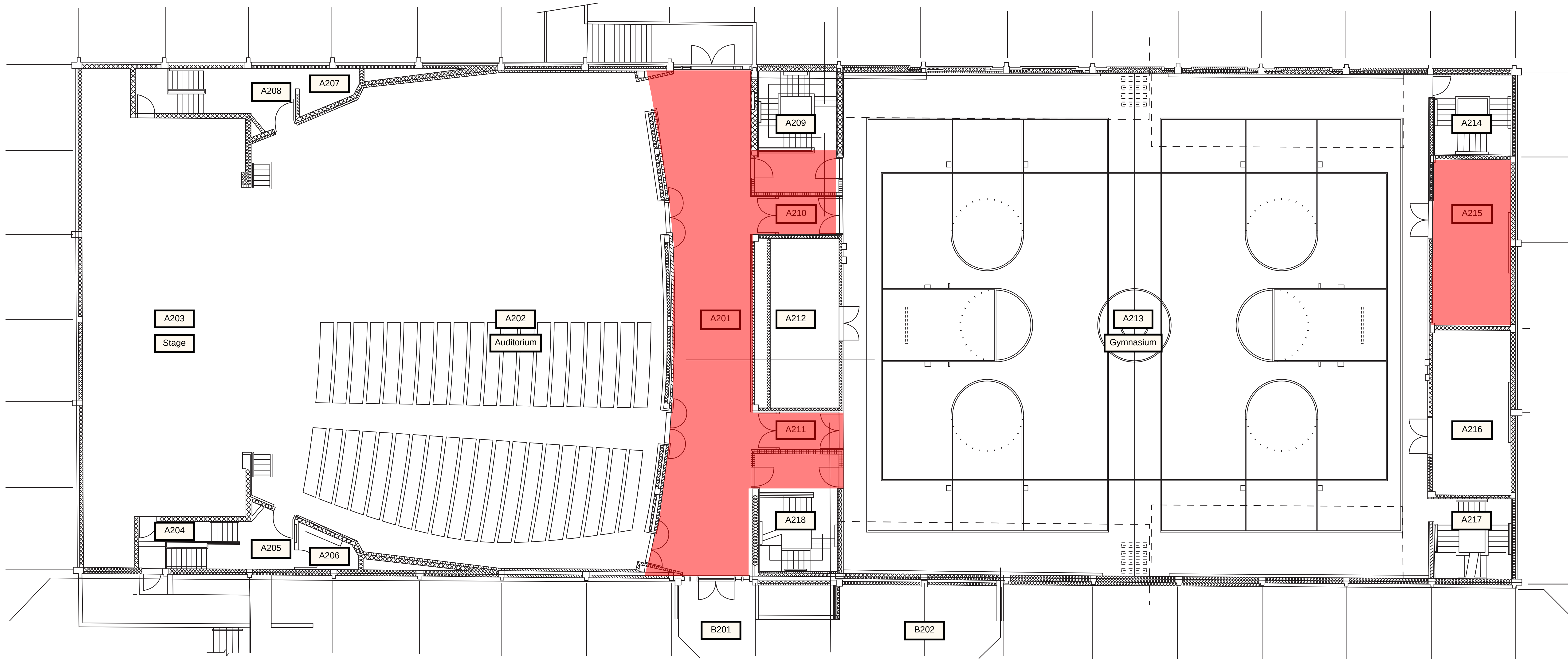
- B. During progress of work, clean site, and public properties, and dispose of waste materials, debris, and rubbish. Provide on-site containers for collection of waste materials, debris, and rubbish. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

3.16 FINAL CLEAN UP

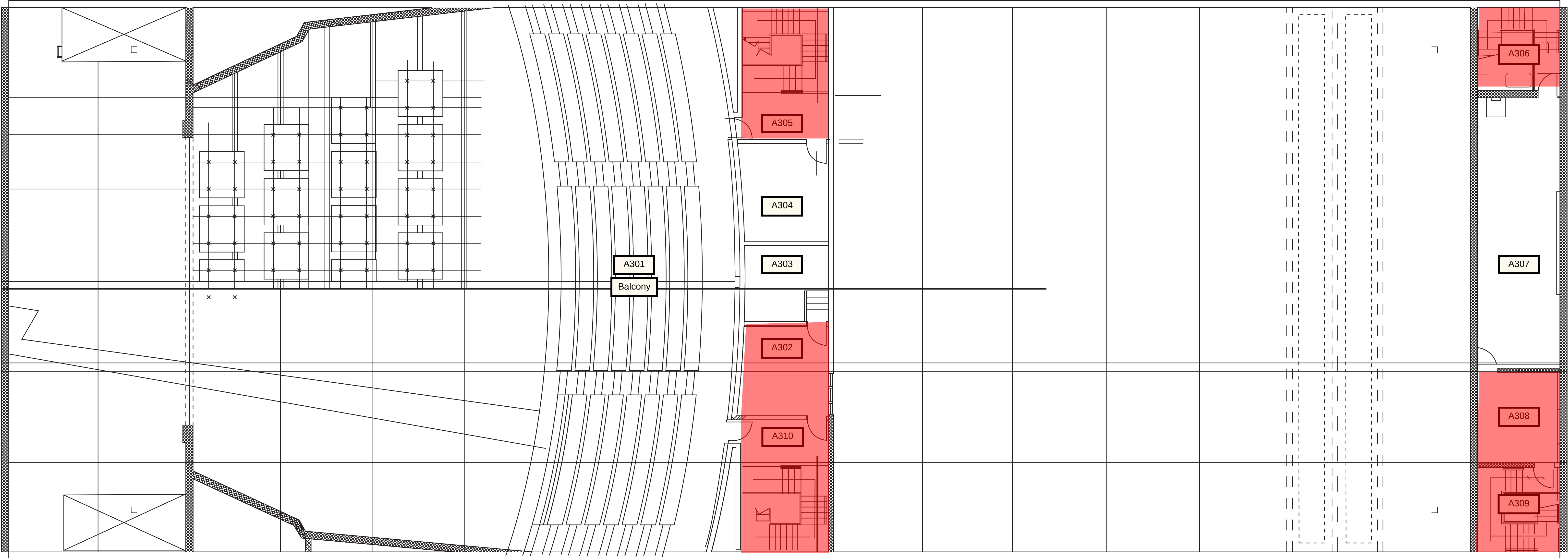
- A. Employ experienced workers or professional cleaners for final cleaning. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from exposed to view interior and exterior finished surfaces. Polish surfaces so designated.



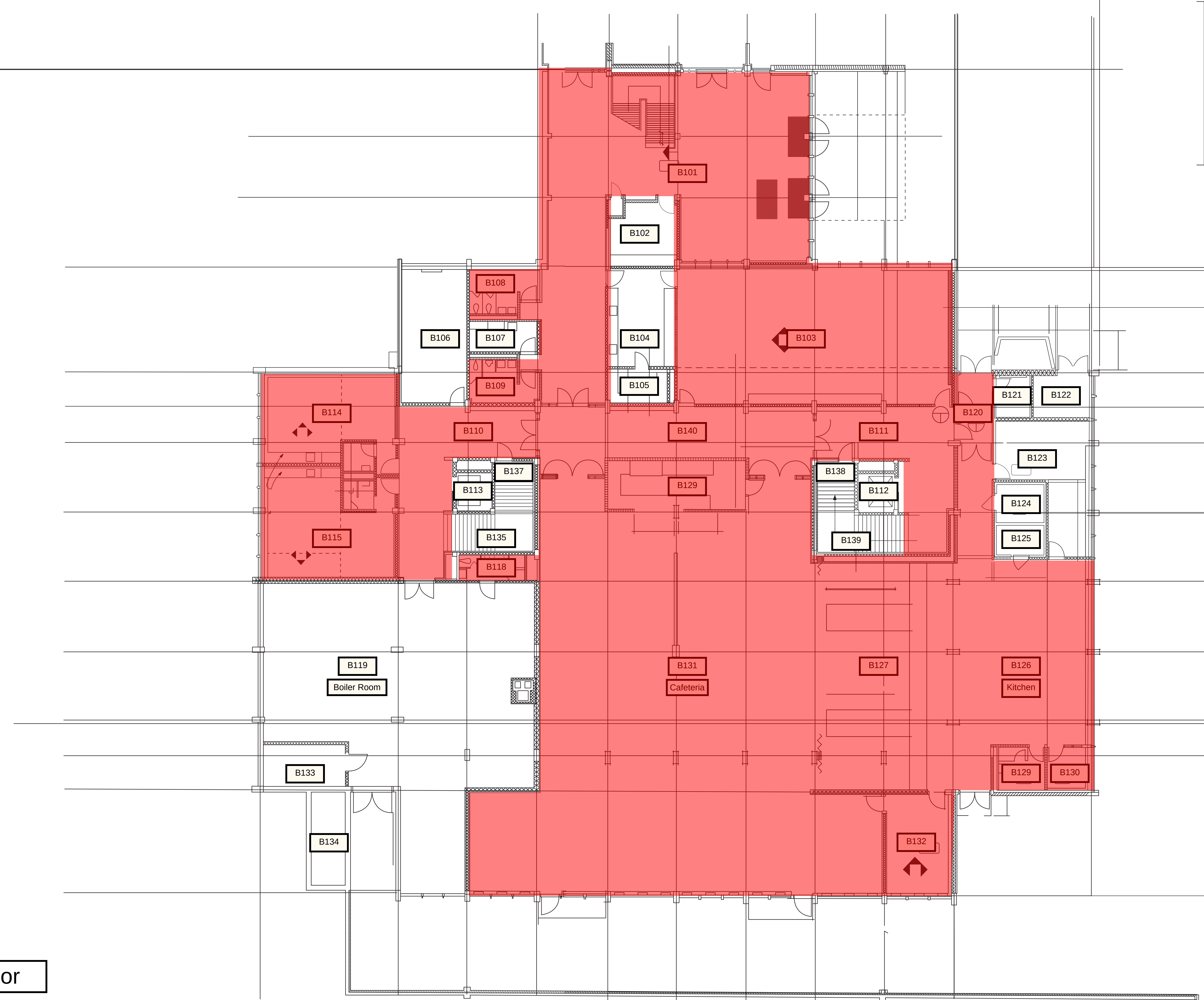
Part "A" 1st Floor



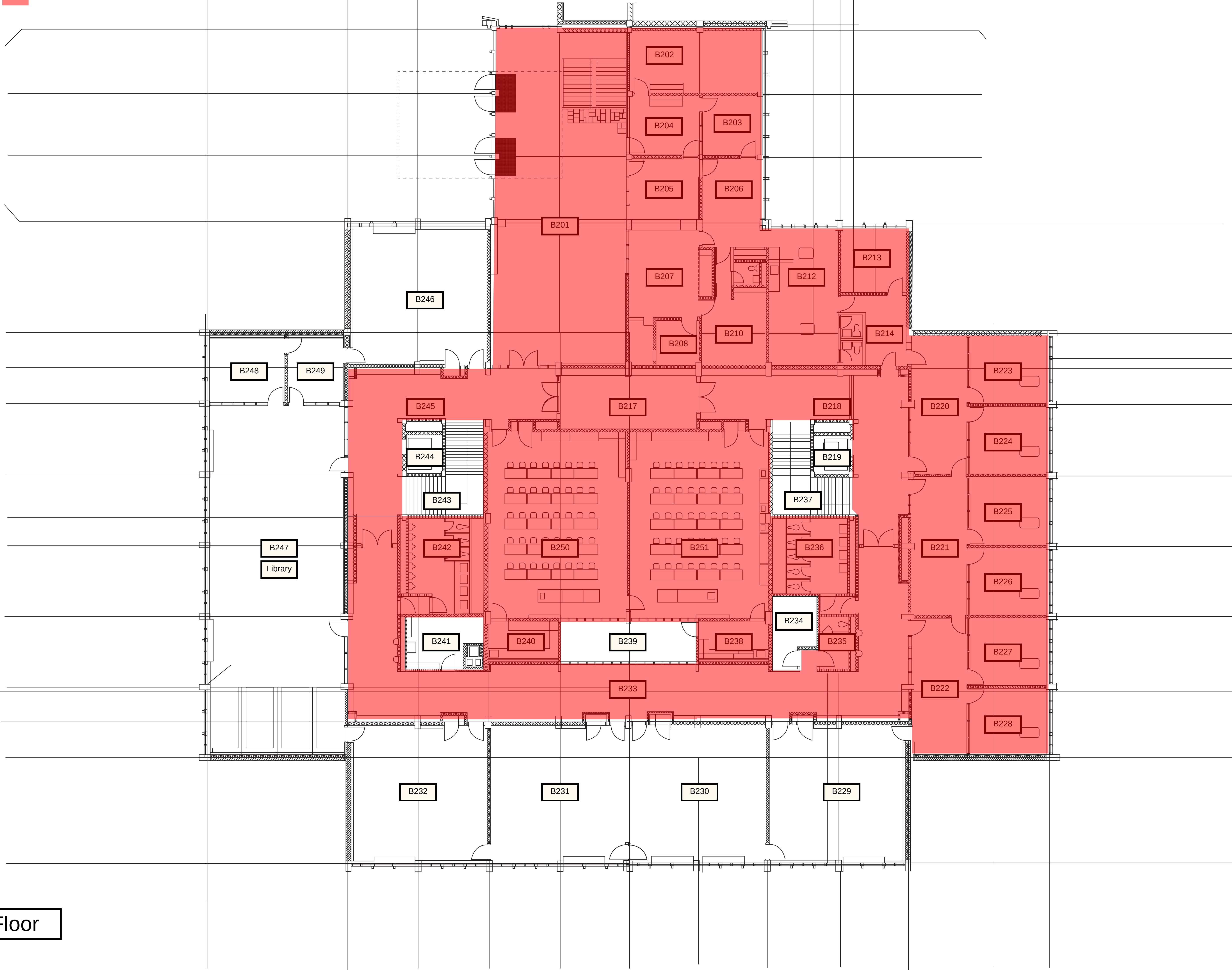
Part "A" 2nd Floor



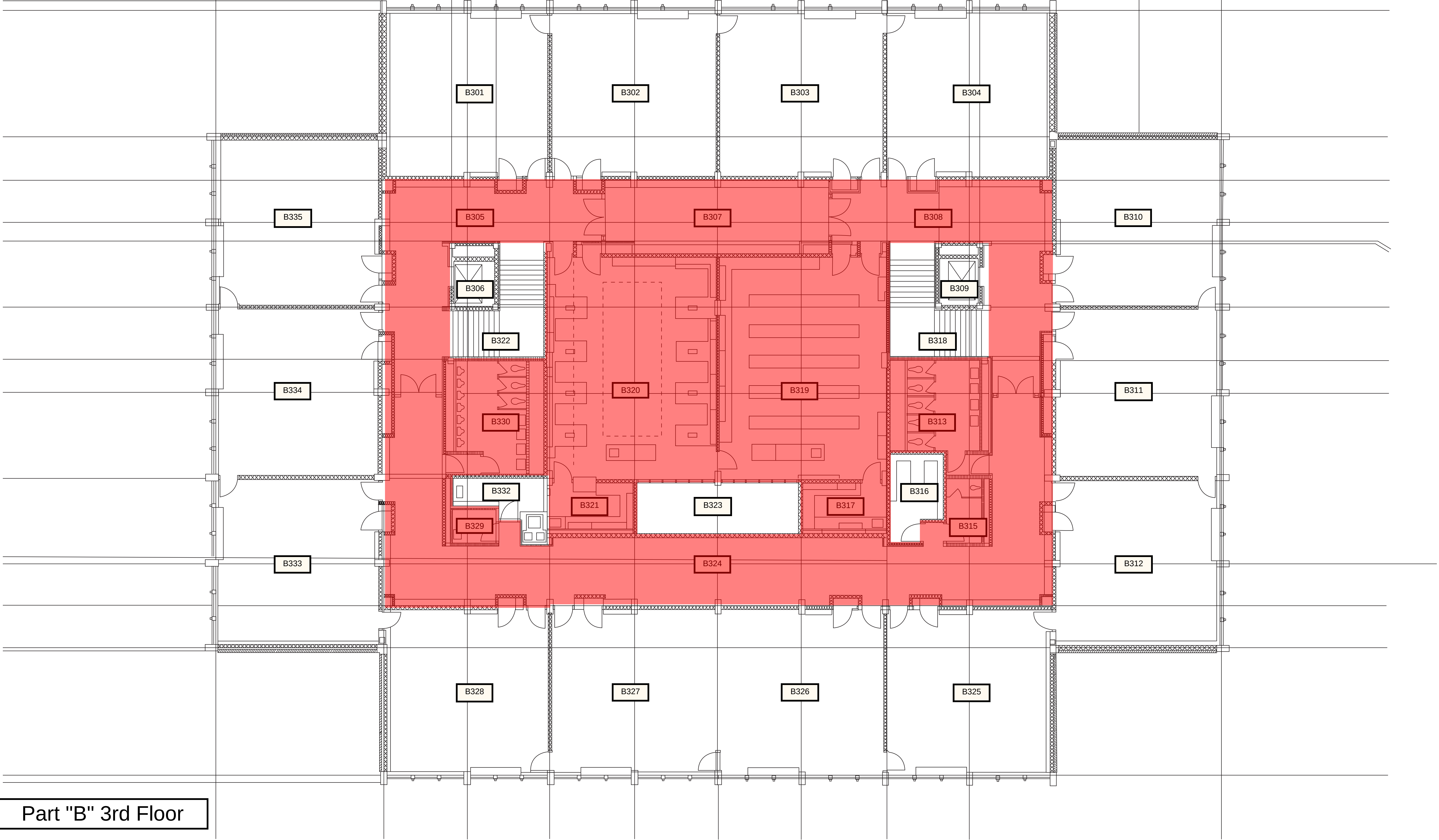
Part "A" 3rd Floor



Part "B" 1st Floor

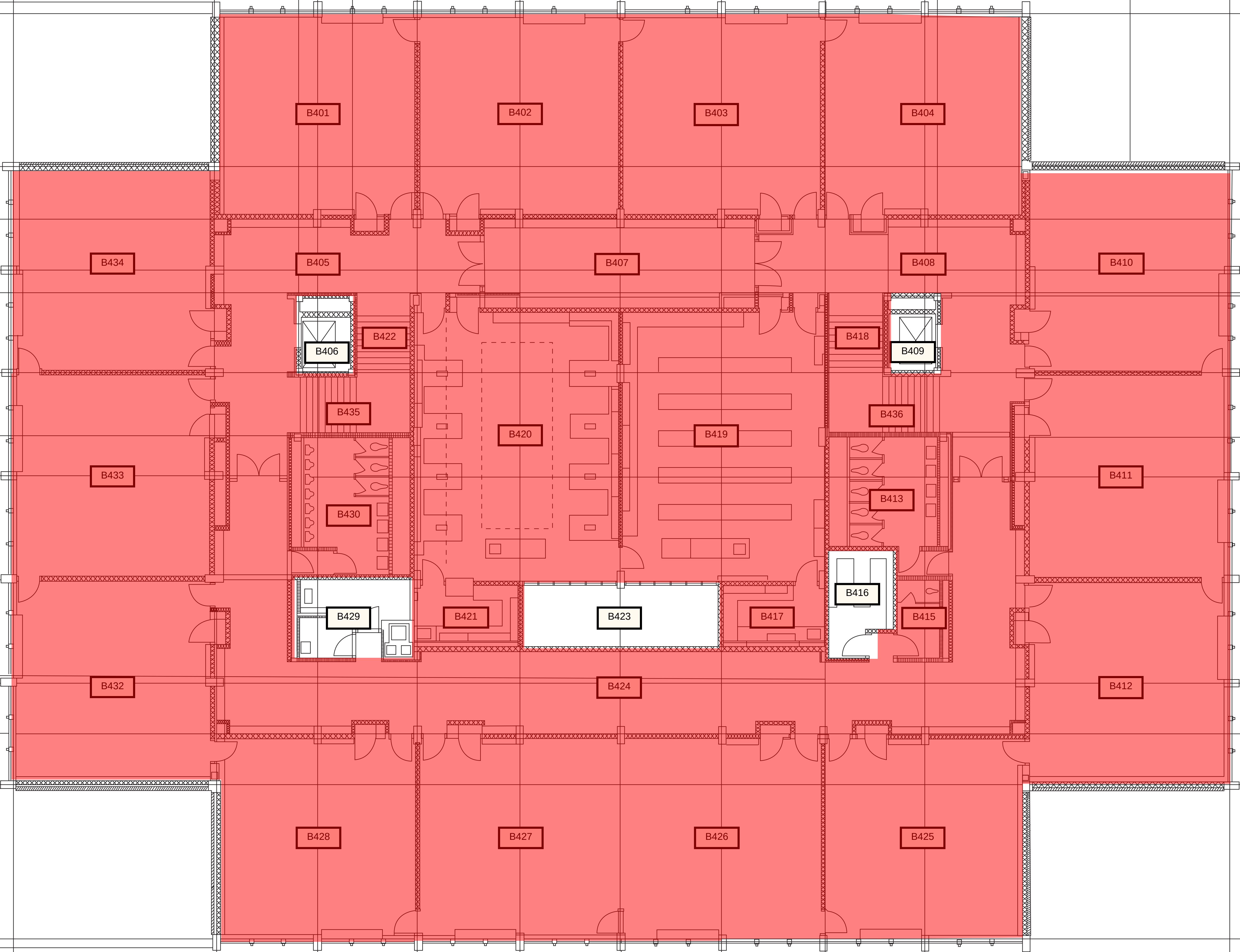


Part "B" 2nd Floor



Part "B" 3rd Floor

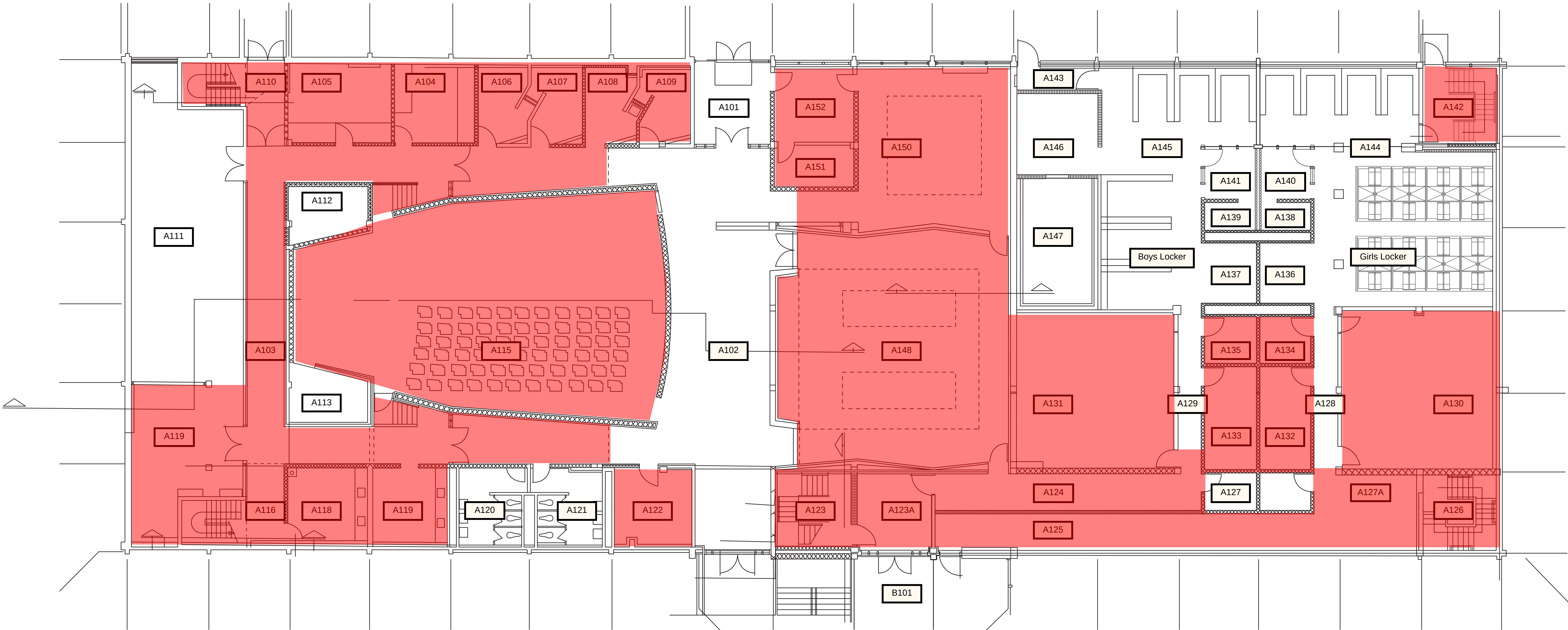
ACM SAT



Part "B" 4th Floor



ACM VFT and Black Mastic

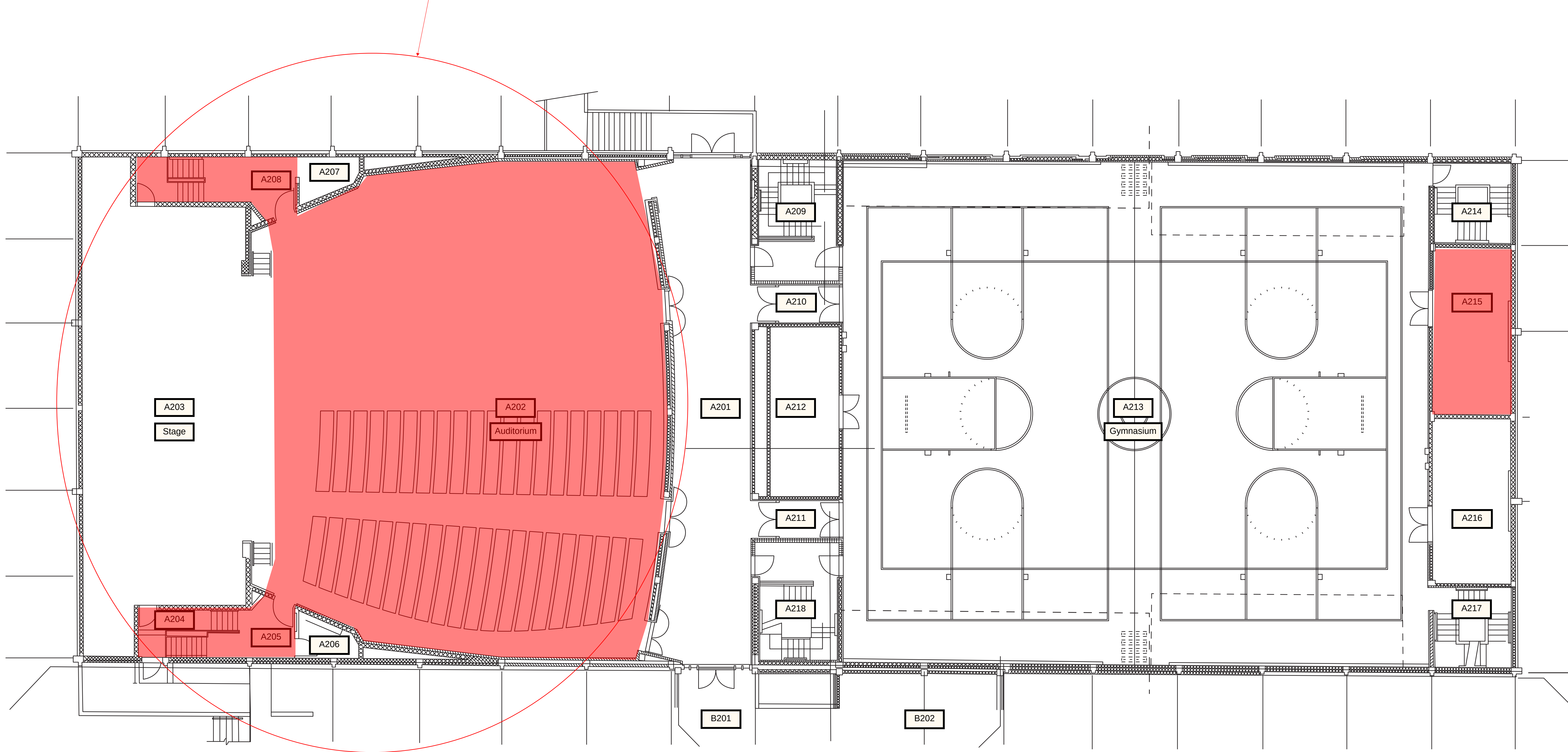


Part "A" 1st Floor

ACM VFT and Black Mastic

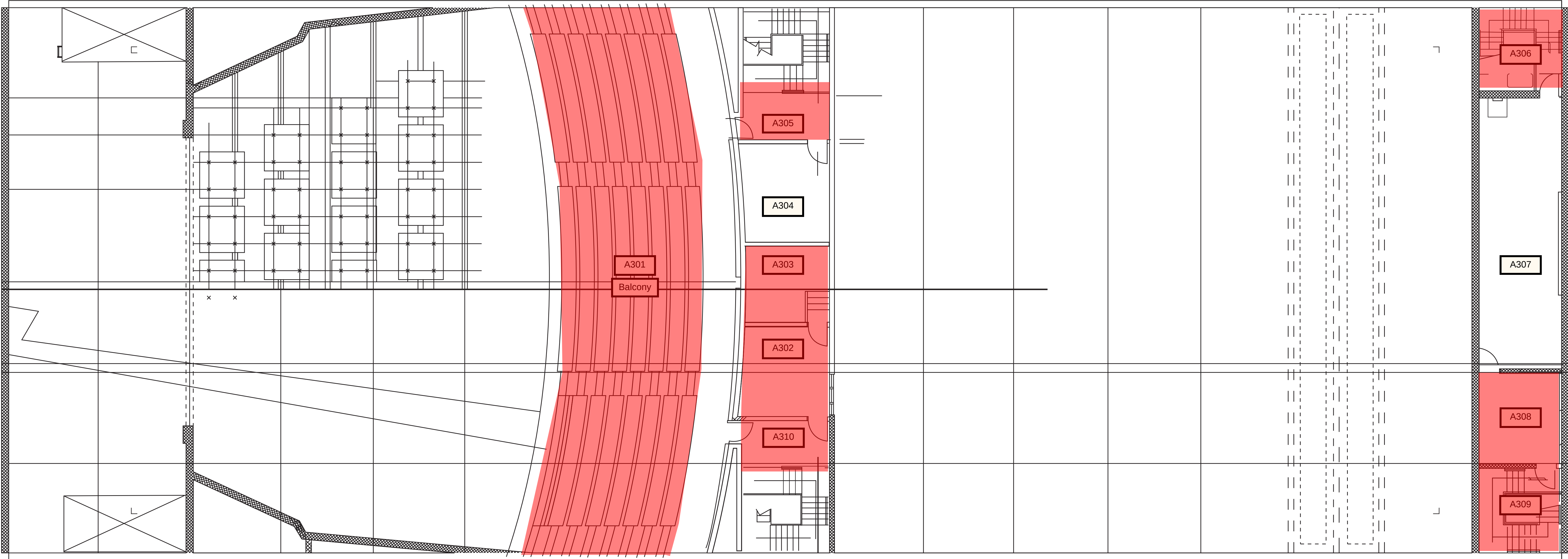


Not part of the scope of work. However, all ACM debris shall be fully removed and area cleaned.



Part "A" 2nd Floor

ACM VFT and Black Mastic



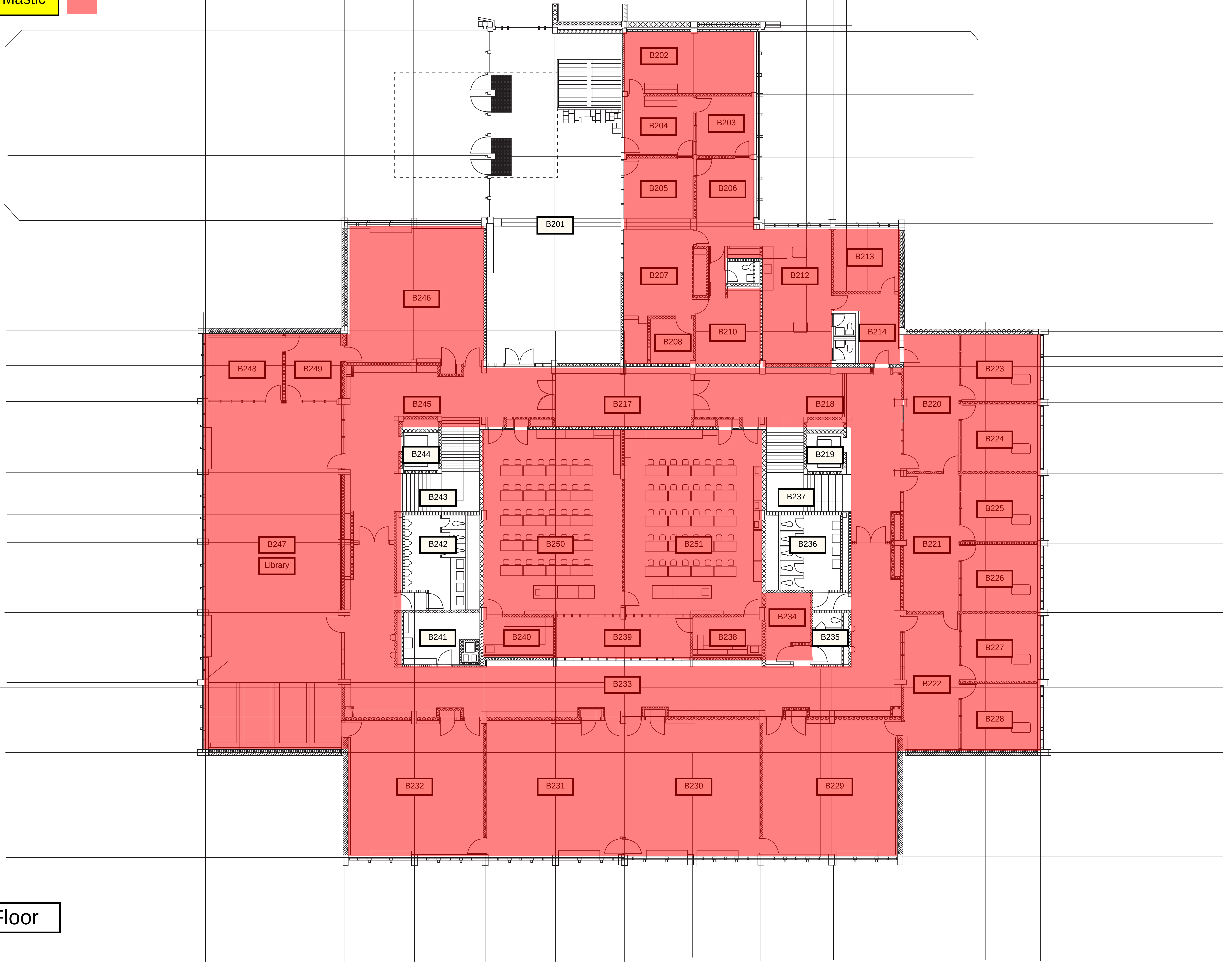
Part "A" 3rd Floor

ACM VFT and Black Mastic



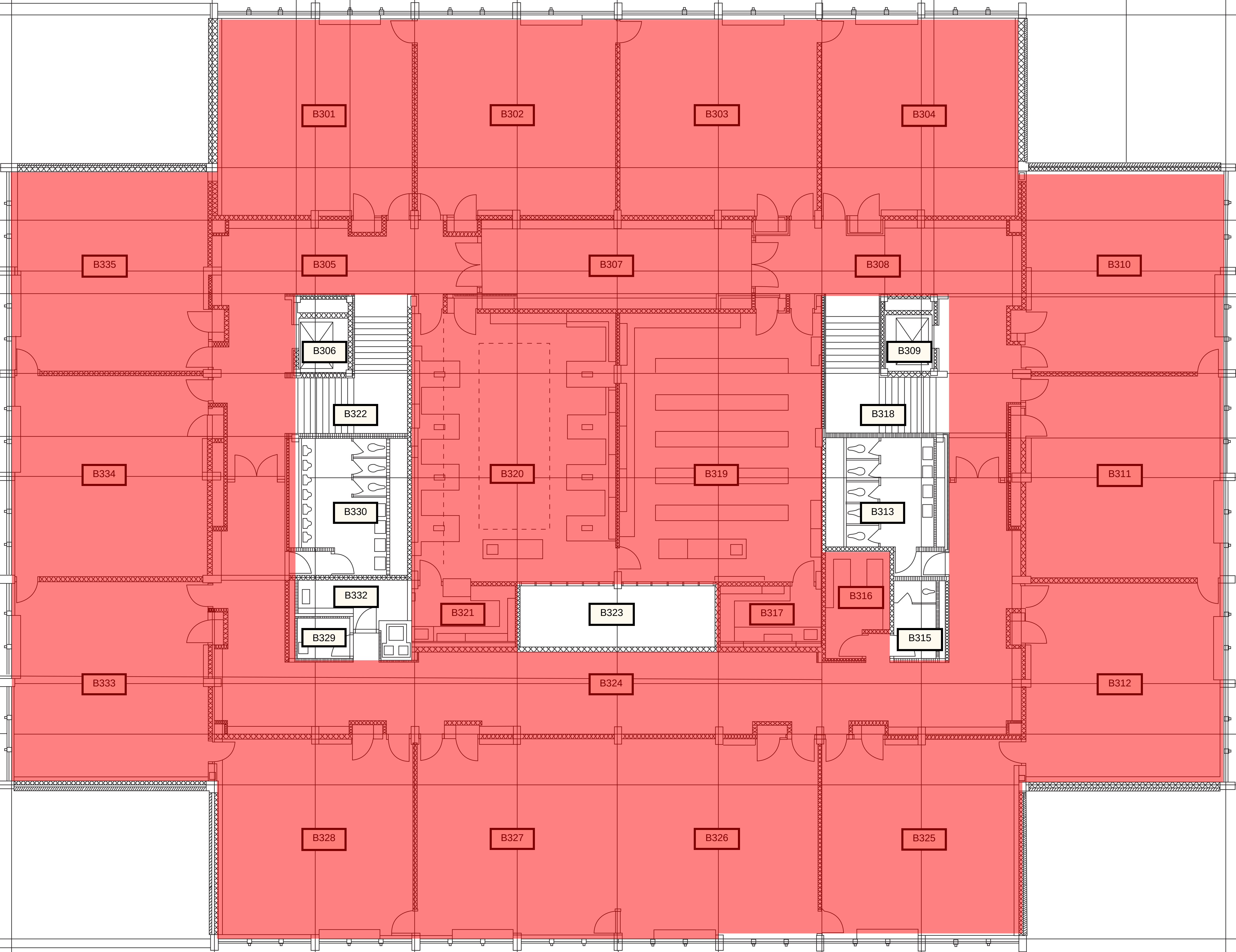
Part "B" 1st Floor

ACM VFT and Black Mastic



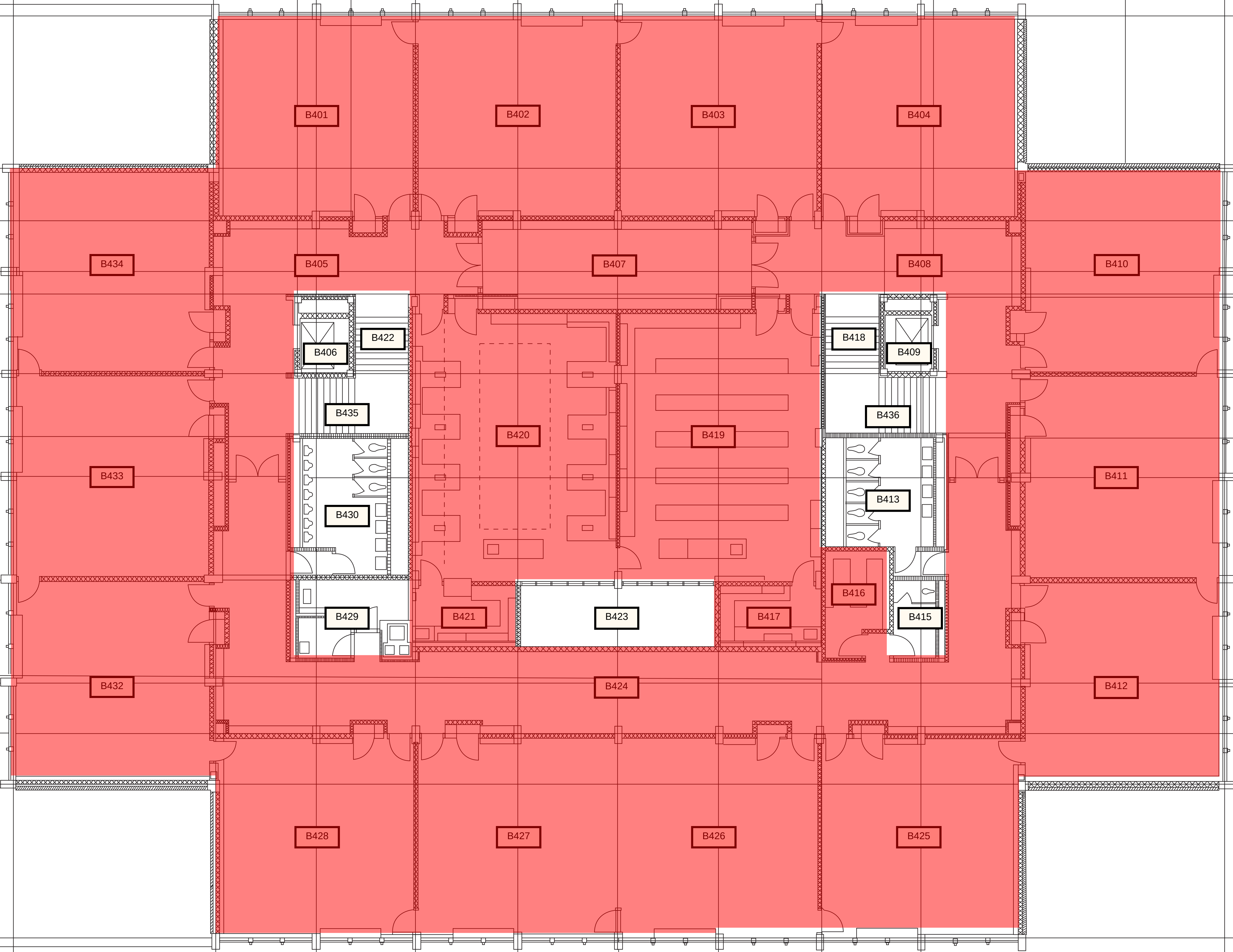
Part "B" 2nd Floor

ACM VFT and Black Mastic



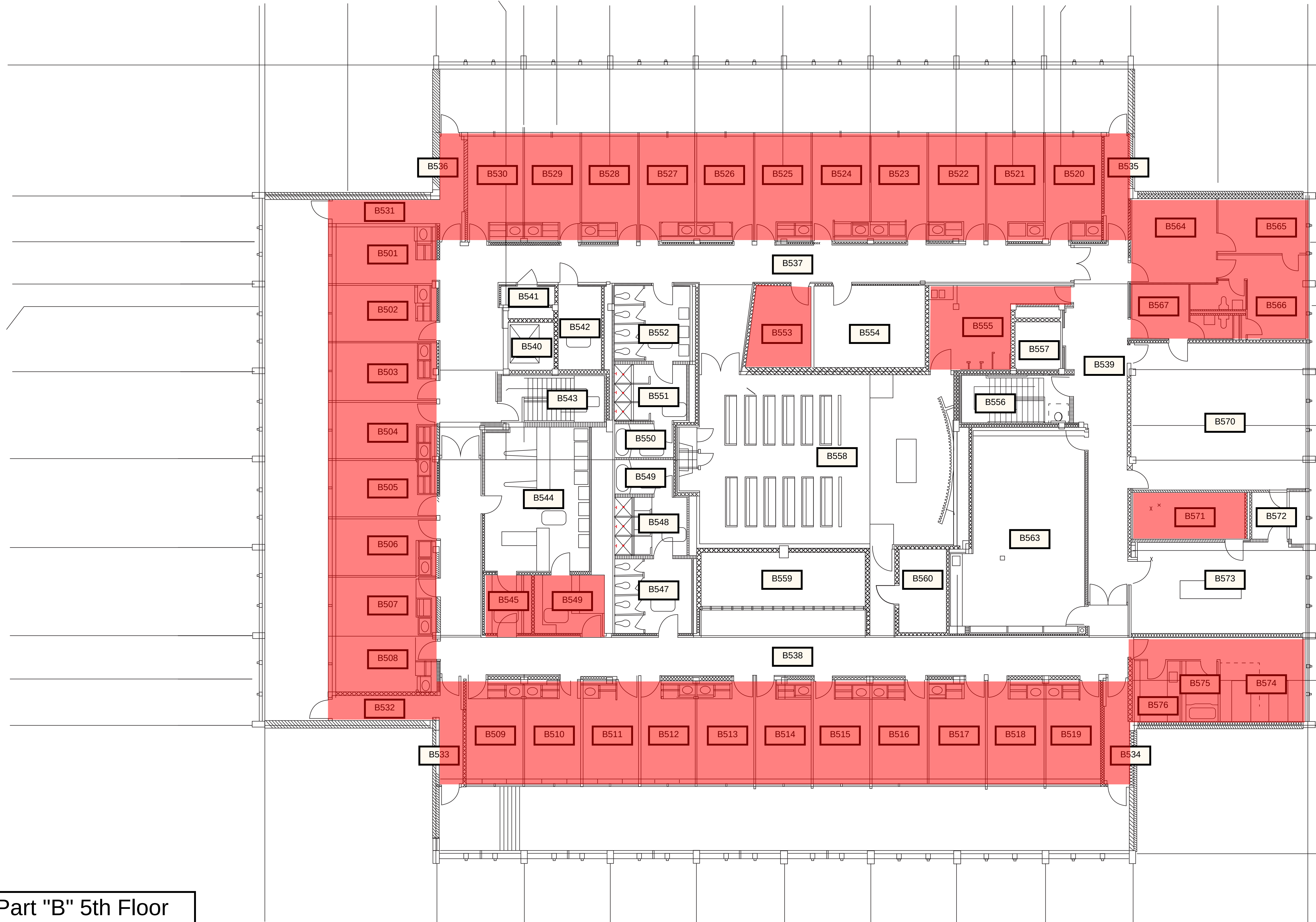
Part "B" 3rd Floor

ACM VFT and Black Mastic



Part "B" 4th Floor

ACM VFT and Black Mastic



Part "B" 5th Floor