

**TOWN OF WELLESLEY  
FACILITIES MAINTENANCE DEPARTMENT**

***CONTRACT FOR WELLESLEY SCHOOL DEPARTMENT***

**PROJECT MANUAL:**

**SCHOOL FLOORING REPLACEMENT PROJECT**

***INVITATION FOR BID #WFMD-FY14-001***

**Pre-Bid Meeting: May 29, 2013 at 3:30 p.m.**

**Bid Opening Date: June 6, 2013 at 11:00 a.m.**

Design documents prepared by:  
Facilities Maintenance Department  
Contact: Joseph Murray (781) 446-6210 X4802



**May 22, 2013**

**Hans Larsen, Executive Director**

## **PROJECT DIRECTORY**

### **OWNER**

Town of Wellesley  
Facilities Maintenance Department  
40 Kingsbury Street  
Wellesley, MA 02481  
Project Manager: Joseph Murray

### **LOCATIONS**

Bates School  
116 Elmwood Road  
Wellesley, MA 02481

Hardy School  
293 Weston Road  
Wellesley, MA 02482

Hunnewell School  
28 Cameron Street  
Wellesley, MA 02482

Upham School  
35 Wynnewood Road  
Wellesley, MA 02481

### **ARCHITECT**

N/A – Design by FMD

**TOWN OF WELLESLEY**

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**TOWN OF WELLESLEY  
FACILITIES MAINTENANCE DEPARTMENT  
INVITATION FOR BID #WFMD-FY14-001**

The Town of Wellesley (Town) invites sealed bids from Contractors for

**SCHOOL FLOORING REPLACEMENT PROJECT**

**Mandatory Pre-bid will be held on site at: 3:30 p.m., Wednesday, May 29, 2013, starting at the Bates Elementary School, 116 Elmwood Road, Wellesley, MA 02481**

**Bids will be received until: 11:00 a.m., Thursday, June 6, 2013** at the Facilities Maintenance Department, 40 Kingsbury Street, Wellesley, MA 02481. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall consist of: Removing and replacing carpeting and vinyl tile at four schools. The estimated value of the project is \$62,000. **Work shall be completed within 47 calendar days from the Notice to Proceed, but not later than August 16, 2013.**

Contract Documents will be available **online at the FMD's website:** [http://wellesleyma.gov/Pages/WellesleyMA\\_Facilities/Bids](http://wellesleyma.gov/Pages/WellesleyMA_Facilities/Bids) or available for pickup at the Facilities Maintenance Department or after: **10:00 a.m., May 22, 2013.** There will be no charge for contract documents.

All General Bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAM Form CQ-7) issued by the Department of Capital Asset Management and Maintenance (DCAM) and a "Contractor Update Statement" (DCAM Form CQ-3). The DCAM category of work for which the Bidder must certified is: **Floor Cover**

Award will be made to the bidder with the lowest total contract price, including any accepted alternates, that has been deemed responsible and eligible. **All bids shall be submitted as one ORIGINAL and one COPY.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, **including all alternates.** Bid deposits, payable to the Town of Wellesley, shall be either in the form of a bid bond, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company. Cash will not be accepted.

All bids are subject to the provisions of M.G.L. c149, §§44 A to 44J. Wages are subject to minimum wage rates determined by the Massachusetts Department of Labor Standards pursuant to M.G.L. c149, §§26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Pursuant to the Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions it made to M.G.L. c. 23A, §44 and M.G.L. c. 7, §40N, Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals apply to construction procurement. Bidder's attention is directed to DCAM requirements for MBE/WBE participation. Current Affirmative Marketing Goals developed by the Division of Capital Asset Management (DCAM) in consultation with SOMWBA as follows: **Construction Participation: MBEs (7.4%) and WBEs (4%)**

It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addendas will be available online. If you download bid documents from the FMD's internet website [www.wellesleyma.gov/pages/wellesleyma\\_facilities/index](http://www.wellesleyma.gov/pages/wellesleyma_facilities/index) and would like to make it known that your company has done so, email [dgariepy@wellesleyma.gov](mailto:dgariepy@wellesleyma.gov) with your company's NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The Town will reject any and all bids in accordance with the above referenced General Laws. In addition, the Town reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

TOWN OF WELLESLEY  
Hans Larsen  
*Executive Director/Chief Procurement Officer*  
May 22, 2013

**TOWN OF WELLESLEY**  
**FACILITIES MAINTENANCE DEPARTMENT**  
**INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions. Failure to so notify Town shall constitute waiver of Contractor's right to recover costs that may result from such ambiguity, inconsistency or error.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Director of the Facilities Maintenance Department (FMD)*, at (781) 446-6210 or via facsimile (781) 446-6207. The Town will only answer such requests if received by Friday, May 31, 2013 at 4:00 p.m.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The Town will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.wellesleyma.gov/pages/wellesleyma\\_facilities/index](http://www.wellesleyma.gov/pages/wellesleyma_facilities/index)
- 2.6 Bidders or proposers contacting ANY TOWN EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Facilities Maintenance Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Facilities Maintenance Department, at (781) 446-6210 or via facsimile (781) 446-6207, its name shall be placed on the bidder's list. Bidders must provide the Facilities Maintenance Department with their company's name, street address, Town, state, zip, phone, fax, email address and

**INVITATION FOR BID #WFMD-FY14-001**

ARTICLE 3 – PREBID MEETING

- 3.1 *Attendance at the Pre-Bid Meeting is mandatory, and it shall be a condition for submitting a bid, and the Town will not accept bids from bidders that have not attended the Pre-Bid Meeting.*

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the Town.

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the Town and shall be either in the form of certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Cash will not be accepted.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed, opaque envelope with the following plainly marked on the outside:
- \* GENERAL BID FORM:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telephone or facsimile requests for withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The Town will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The Town reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The Town reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Town a contract in the form included in the Contract Documents in such number of counterparts as the Town may require.
- 7.6 In the event that the Town receives low bids in identical amount from two or more responsive and responsible Bidders, the Town shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The Town is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The Town's exemption Number is E-046-001-343.

#### ARTICLE 9 – MBE/WBE PARTICIPATION

- 3.1 Notice is hereby given that, pursuant to the Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions it made to M.G.L. c. 23A, §44 and M.G.L. c. 7, §40N, Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals established by the Division of Capital Asset Management (DCAM) are applicable to this project. Current Affirmative Marketing Goals developed by the DCAM in consultation with SOMWBA are as follows:

Construction Participation: MBEs (7.4%) and WBEs (4%)

**END OF SECTION**

**TOWN OF WELLESLEY**  
**FACILITIES MAINTENANCE DEPARTMENT**  
**FORM FOR GENERAL BID #WFMD-FY14-001**  
**SCHOOL FLOORING REPLACEMENT PROJECT**

**TO THE AWARDING AUTHORITY:**

A. The undersigned proposes to furnish all labor, materials, equipment and supervision required for the

**SCHOOL FLOORING REPLACEMENT PROJECT**

in Wellesley, Massachusetts in accordance with the accompanying drawings and specifications for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

C. The proposed CONTRACT PRICE is:

TOTAL dollars in figures (\$ \_\_\_\_\_)

TOTAL dollars in words \_\_\_\_\_

COMPANY: \_\_\_\_\_

D. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- DCAM Certificate of Eligibility and Contractor Update Statement
- Signed Bid Form, 2 pages
- A five percent (5%) bid deposit.

E. Filed Sub-Bid Requirements – Not Applicable to this project.

F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, 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 awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies: (1) s/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 s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30, §39M; (2) 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 (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section 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 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies that s/he intends to comply with applicable State requirements for minority/women business enterprises to further expand business opportunities for minority firms.

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 M.G.L. c29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date : \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Town, State Zip)

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
Federal Tax I.D. #

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

**END OF SECTION**

**TOWN OF WELLESLEY**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/MAJOR PIECES OF EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
TOWN/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
TOWN/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
TOWN/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
TOWN/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

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 provision of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

---

(Signature of individual)

---

Name of Business

## CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

**None of the following forms are required at the time of bid submittal.**

# TOWN - CONTRACTOR AGREEMENT

## CONTRACT NO. C-WFMD-FY14-001

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen by and between the TOWN OF WELLESLEY, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, equipment and supervision and perform all work required in strict accordance with the Contract Documents for the following project:

### SCHOOL FLOORING REPLACEMENT PROJECT

**ARTICLE 2. TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the Town to proceed and **shall fully complete all work hereunder within the time (47 calendar days)** stated elsewhere in the contract documents. Contractor shall be substantially complete within 40 calendar days.

Contractor shall be liable for liquidated damages for failure to achieve substantial completion on time of \$ 300 a day for each calendar day after the substantial completion date. Liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Town will incur as a result of delayed substantial completion of the Work. Liquidated damages as herein provided shall not limit or reduce the Town's right to recover damages for breach of the Contract for reasons other than the Contractor's failure to obtain substantial completion in the time provided for in the Contract.

**ARTICLE 3. THE CONTRACT PRICE.** The Town shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:

**\$XX,XXX.00**

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This TOWN-CONTRACTOR Agreement
- b. The Town's Invitation For Bid #WFMD-FY14-001 issued by the Facilities Maintenance Department;
- c. The Project Manual for SCHOOL FLOORING REPLACEMENT PROJECT including the Instructions to Bidders; General Conditions; Special Conditions; Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the TOWN after execution of this TOWN-CONTRACTOR Agreement.

This TOWN-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the TOWN and the CONTRACTOR.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates:       N/A      

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**TOWN OF WELLESLEY**

By \_\_\_\_\_

By \_\_\_\_\_

Facilities Director

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Chief Procurement Officer

*Affix Corporate Seal Here*

Town funds are available in the following account:

**XXXXXX-XXXXX** \_\_\_\_\_

I further certify that the Executive Director, or his Designee, is authorized to execute contracts and approve change orders

By \_\_\_\_\_

*Financial Services Directors*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. Corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the  
Officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the  
officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to MG c. 62C, § 49A and requirements of the Town of Wellesley, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the Town receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**TOWN OF WELLESLEY, MASSACHUSETTS**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_

(an individual, a partnership, a corporation)

organized under the laws of the State of \_\_\_\_\_

having a usual place of business in \_\_\_\_\_

as principal, and \_\_\_\_\_, a corporation, organized under the laws of

the State of \_\_\_\_\_ and having a usual place of business in \_\_\_\_\_

\_\_\_\_\_, as Surety, are holden and stand firmly bound and obligated

unto the Town of Wellesley, Massachusetts, as Oblige, in the sum of:

\_\_\_\_\_

lawful money of the United States of America, to and for the true payment whereof we bind ourselves, and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has by means of a written agreement dated: \_\_\_\_\_

entered into a contract with the said oblige for construction of \_\_\_\_\_

\_\_\_\_\_, a copy of which agreement is attached hereto and, by

reference, made a part hereof.

NOW THEREFORE, THE CONDITION OF this obligation is such that if the said principal and all Sub-contractors under said contract shall well and truly keep and perform all the agreements, terms, and conditions of said contract on his part to be kept and performed and shall also timely pay for all labor performed and furnished, and for all materials used or employed in such construction, including lumber so employed which is not incorporated in the work, and for the rental or hire of vehicles, tools, and other appliances and equipment employed in such construction, then this obligation shall be void; otherwise it shall remain in full force and virtue. The foregoing to include any other purposes of items set out in, and to be subject to the provisions of Massachusetts General Laws (Ter. Ed.), chapter 149, Section 29, and chapter 30, Section 39A, as amended.

And the surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond and it does hereby waive notice of any such extension of time, change, alterations or additions to the terms of the contract or to the work or to the specifications.

PAYMENT BOND (Page 2 of 2)

IN WITNESS WHEREOF, we have hereunto set our hands and seals to \_\_\_\_\_ counterparts, this \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Surety (Seal)

NOTE: If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.  
If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.  
Attach hereto certificate of authority for signature of Contractor (Principal) if a corporation, and certified copy of power of attorney for signature of Surety.

**WHERE SIGNATURES ARE REQUIRED ONLY ORIGINAL SIGNATURES SHALL BE ACCEPTABLE.**

**GENERAL CONDITIONS  
OF THE CONTRACT  
FOR NON-TECHNICAL SERVICES**

The Town of Wellesley, herein referred to as the Town, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the Town. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the Town.
- 1.3 The Town reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the Town and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the Town-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the Town's Notice to Proceed letter in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the Town may cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the Town, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the Town. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the Town concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on Town property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the Town may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the Town to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the Town be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the Town disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the Town shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

4.5 Refer to the Special Conditions for additional payment requirements.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the Town in connection with the performance of the Contractor's Services

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the Town may provide. All records shall be available to the Town or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the Town. The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the Town, violates or fails to properly comply with or perform in any material respect any condition, provision, or warranty hereof, the Town shall have the right, without prejudice to any other remedy the Owner may have, by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the Town under this contract. Written notice shall be responded to by the Contractor within a ten-day period after receipt of such notice from the Owner. The Contractor shall pay any excess in the Town's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the Town, the Contractor shall be liable for all losses, costs and expenses incurred by the Town which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

9.1 The Town shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the Town to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the Town. In the event that the Town postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the Town shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the Town of the obligations of paragraph 9.1 above.
- 9.3 The Town may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services. The Owner may terminate the Contract if the Contractor
- .1 refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  - .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
  - .5 otherwise fails to furnish the Town with assurances satisfactory to the Town evidencing the Contractor's ability to complete the work in compliance with all the requirements of the Contract Documents.
- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the Town all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

#### 10.0 NOTICE

Any action, notice or request required to be taken, given or made by Town or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

#### 11.0 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 11.1.2 and 11.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

#### 12.0 INSURANCE REQUIREMENTS

- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per occurrence, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.

Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".

Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability of at least \$1,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.

Worker's Compensation per M.G.L. c.149, §34 and c. 152 as amended.

- 12.2 The Town shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the Town by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the Town within fifteen (15) days after contract award. If the Town is damaged by the Contractor's failure to maintain such insurance and to so notify the Town, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Town at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the Town shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the Town of Wellesley, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### 15.0 INDEMNIFICATION

To the fullest extent permitted by law the Contractor agrees to indemnify and save the Town harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the Town or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits

payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### 16.0 FORCE MAJEURE

The Town may not hold the Contractor liable for any loss, expense or damage incurred by the Town on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the Town reasonable notice of such cause.

#### 17.0 CLAIMS AND DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be as litigation in a court of competent jurisdiction.

All claims, disputes and other matters in question between the Town and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

Claims, disputes and other matters in question arising out of or relating to this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the Town for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the Town in any contract or to incur any liability on behalf of the Town. In no event shall the Town be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the Town any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the Town agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**

**PUBLIC BUILDING MAINTENANCE CONTRACT  
SUPPLEMENTAL CONDITIONS  
COMMONWEALTH OF MASSACHUSETTS & TOWN OF WELLESLEY**

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## **SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS**

### **Article 1. METHOD OF PAYING SUBCONTRACTORS**

**(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)**

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general 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 awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor 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 general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority 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 general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of 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 so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority 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 general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority 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 general contractor, less any amount (i) retained by the awarding authority 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 general contractor in the sworn reply; provided, that the awarding authority 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 awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general 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 general contractor and the subcontractor or as determined by a 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 for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general 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 general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general 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 a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general 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 general contractor may file a sworn reply as provided in that same subparagraph. 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 from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

## **Article 2. METHOD OF PAYING GENERAL CONTRACTORS**

**(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)**

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, Town, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, Town, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five 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, 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. 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 then 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 subtrade and each sub-subtrade 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.

### **Article 3. CLAIMS FOR UNFORESEEN CONDITIONS**

**(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)**

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

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.

### **Article 4. CLAIMS FOR DELAY**

**(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)**

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that 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.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority 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 general contractor on such increase; and provided further, that the awarding authority 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.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of 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 awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

#### **Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT**

**(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)**

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission 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.

#### **Article 6. PREFERENCE IN EMPLOYMENT, WAGES**

**(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).**

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, 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 who are male veterans as defined in clause Forty-third 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, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

#### **Article 7. HOURS OF WORK**

**(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).**

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or

more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

#### **Article 8. WORK BY FOREIGN CORPORATIONS**

**(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).**

The Commonwealth and every county, Town, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

**END OF SECTION**

## **SPECIAL CONDITIONS OF THE CONTRACT – TOWN OF WELLESLEY**

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

### **1.0 SUMMARY OF WORK**

- A. The Work under the Contract consists of:
  - 1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
  - 2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.
  
- B. In addition, the work under the Contract includes:
  - 1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
  - 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
  - 3. Providing and restoring, where appropriate, all temporary facilities.
  
- C. The Proposed Contract Price shall include complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

### **2.0 PROJECT SITE**

- A. The areas of work for this contract shall be various buildings within the Town of Wellesley.

### **3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK**

- A. The Contractor shall be issued notice to proceed in the form of a letter issued by the Facilities Maintenance Department. The Contractor shall commence performance of the work within the time specified in the letter, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.
  
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the Town of its inability to do so, the Town shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.
  
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the Town reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the Town.
  
- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the Town shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

### **4.0 PAYMENT**

- A. Before the first Application for Payment, a schedule of values, allocating the entire contract sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used in reviewing the Contractor's Applications for Payment.
  
- B. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- C. Once each month, on a date established by the Town, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the Town.
- D. Upon receipt of the Application for Payment, the Town will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the Town will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The Town will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.
- E. The Owner may also withhold a Certificate for Payment because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:
- .1 defective work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
  - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  - .4 reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
  - .5 damage to the Owner or a separate contractor;
  - .6 reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  - .7 repeated failure to carry out the work in accordance with the Contract Documents.
- F. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use.
- G. When the Contractor considers that the work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.
- H. Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the work or designated portion thereof is substantially complete. When the determination is made that the work or designated portion thereof is substantially complete, the Owner will notify the contractor in writing that the project is Substantially Completion, with an established date of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portion thereof unless otherwise provided.
- I. The Substantial Completion letter shall be submitted to the Contractor for their written acceptance of responsibilities assigned to them in such letter. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such work or designated portion thereof. Such payment shall be adjusted for work that is incomplete or not in accordance with the requirements of the Contract Documents.
- J. Upon receipt of the Contractor's written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner will approve a final Certificate for Payment.
- K. Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- L. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the Town shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

## 6.0 DRAWINGS AND SPECIFICATIONS

- A. The Town will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

## 7.0 COORDINATION

The Contractor shall:

- A. Supply to the Town the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the Town and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

## 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 7:00 a.m. and 3:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the Town.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the Town.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the Town.
- E. Contractors working on School Department property shall pass Criminal Offender Record Information (CORI) background checks. Contractor personnel that have not been CORI checked must be accompanied by Town staff while on premises.

## 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

- A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the Town. If any building is to be left without heat, hot water, Town water, electric, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the Town before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the Town. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the Town.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the Town.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No Town utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the Town.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the Town two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the Town.

13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the Town be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the Town in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs

#### 15.0 WARRANTY

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Town for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Town from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Town for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.

**END OF SECTION**

# TOWN OF WELLESLEY

## WAGE RATE REQUIREMENTS

### 1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

### 2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c.149, §34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the Town of Wellesley certified payroll affidavits verifying compliance with M.G.L. c.149, §§27, 27A and 27B.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**



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

**Prevailing Wage Rates**

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

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** Town of Wellesley  
**Contract Number:** WFMD-FY14-001 **City/Town:** WELLESLEY  
**Description of Work:** Remove flooring at various school buildings and replace with carpet and vinyl tile.

**Job Location:** 40 Kingsbury Street, Wellesley, MA 02481

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- 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. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during 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 regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, he/she must be paid the "total rate" listed on the wage schedule regardless of experience or skills.
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

**Issue Date:** 03/20/2013

**Wage Request Number:** 20130320-042

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.45	\$8.91	\$8.00	\$0.00	\$47.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.52	\$8.91	\$8.00	\$0.00	\$47.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.64	\$9.07	\$8.00	\$0.00	\$47.71
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	06/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	12/01/2013	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	06/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	12/01/2014	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	06/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	12/01/2015	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	06/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50
	12/01/2016	\$34.60	\$7.10	\$11.55	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	12/01/2012	\$29.08	\$10.40	\$5.95	\$0.00	\$45.43
	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 03/20/2013

Wage Request Number: 20130320-042

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2012	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	06/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	12/01/2013	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	06/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	12/01/2014	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	06/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	12/01/2015	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	06/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2010**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.31	\$10.18	\$17.90	\$0.00	\$76.39
	02/01/2014	\$48.87	\$10.18	\$17.90	\$0.00	\$76.95
	08/01/2014	\$49.77	\$10.18	\$17.97	\$0.00	\$77.92
	02/01/2015	\$50.33	\$10.18	\$17.97	\$0.00	\$78.48
	08/01/2015	\$51.23	\$10.18	\$18.04	\$0.00	\$79.45
	02/01/2016	\$51.80	\$10.18	\$18.04	\$0.00	\$80.02
	08/01/2016	\$52.70	\$10.18	\$18.12	\$0.00	\$81.00
	02/01/2017	\$53.27	\$10.18	\$18.12	\$0.00	\$81.57

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.83	\$0.00	\$51.72
2	60	\$28.45	\$10.18	\$17.83	\$0.00	\$56.46
3	70	\$33.19	\$10.18	\$17.83	\$0.00	\$61.20
4	80	\$37.93	\$10.18	\$17.83	\$0.00	\$65.94
5	90	\$42.67	\$10.18	\$17.83	\$0.00	\$70.68

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.16	\$10.18	\$17.90	\$0.00	\$52.24
2	60	\$28.99	\$10.18	\$17.90	\$0.00	\$57.07
3	70	\$33.82	\$10.18	\$17.90	\$0.00	\$61.90
4	80	\$38.65	\$10.18	\$17.90	\$0.00	\$66.73
5	90	\$43.48	\$10.18	\$17.90	\$0.00	\$71.56

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$33.45	\$7.10	\$12.60	\$0.00	\$53.15
	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$32.30	\$7.10	\$12.60	\$0.00	\$52.00
	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$32.30	\$7.10	\$12.60	\$0.00	\$52.00
	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2013	\$33.92	\$9.80	\$15.61	\$0.00	\$59.33
	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.96	\$9.80	\$1.57	\$0.00	\$28.33
2	60	\$20.35	\$9.80	\$1.57	\$0.00	\$31.72
3	70	\$23.74	\$9.80	\$10.90	\$0.00	\$44.44
4	75	\$25.44	\$9.80	\$10.90	\$0.00	\$46.14
5	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
6	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
7	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37
8	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	02/01/2013	\$42.87	\$10.50	\$18.61	\$1.30	\$73.28
BRICKLAYERS LOCAL 3 (NEWTON)	08/01/2013	\$43.62	\$10.50	\$18.61	\$1.30	\$74.03
	02/01/2014	\$44.05	\$10.50	\$18.61	\$1.30	\$74.46
	08/01/2014	\$44.80	\$10.50	\$18.61	\$1.30	\$75.21
	02/01/2015	\$45.23	\$10.50	\$18.61	\$1.30	\$75.64
	08/01/2015	\$45.98	\$10.50	\$18.61	\$1.30	\$76.39
	02/01/2016	\$46.43	\$10.50	\$18.61	\$1.30	\$76.84
	08/01/2016	\$47.18	\$10.50	\$18.61	\$1.30	\$77.59
	02/01/2017	\$47.63	\$10.50	\$18.61	\$1.30	\$78.04

**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.44	\$10.50	\$12.11	\$1.30	\$45.35
2	60	\$25.72	\$10.50	\$13.61	\$1.30	\$51.13
3	65	\$27.87	\$10.50	\$14.61	\$1.30	\$54.28
4	70	\$30.01	\$10.50	\$15.61	\$1.30	\$57.42
5	75	\$32.15	\$10.50	\$16.61	\$1.30	\$60.56
6	80	\$34.30	\$10.50	\$17.61	\$1.30	\$63.71
7	90	\$38.58	\$10.50	\$18.61	\$1.30	\$68.99

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$10.50	\$12.11	\$1.30	\$45.72
2	60	\$26.17	\$10.50	\$13.61	\$1.30	\$51.58
3	65	\$28.35	\$10.50	\$14.61	\$1.30	\$54.76
4	70	\$30.53	\$10.50	\$15.61	\$1.30	\$57.94
5	75	\$32.72	\$10.50	\$16.61	\$1.30	\$61.13
6	80	\$34.90	\$10.50	\$17.61	\$1.30	\$64.31
7	90	\$39.26	\$10.50	\$18.61	\$1.30	\$69.67

**Notes:**  
Steps are 6000 hours

**Apprentice to Journeyworker Ratio:1:3**

CHAIN SAW OPERATOR LABORERS - ZONE 2	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2012	\$41.09	\$10.00	\$13.02	\$0.00	\$64.11
	06/01/2013	\$41.87	\$10.00	\$13.02	\$0.00	\$64.89
	12/01/2013	\$42.65	\$10.00	\$13.02	\$0.00	\$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2012	\$28.17	\$10.00	\$13.02	\$0.00	\$51.19
	06/01/2013	\$28.72	\$10.00	\$13.02	\$0.00	\$51.74
	12/01/2013	\$29.27	\$10.00	\$13.02	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41

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

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

**Notes:**  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$58.80	\$9.80	\$17.67	\$0.00	\$86.27
	08/01/2013	\$61.05	\$9.80	\$17.67	\$0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	\$0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	\$0.00	\$93.02
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	\$10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	\$11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	\$11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	\$11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	\$12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
2	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
3	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
4	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
5	50	\$22.10	\$13.00	\$10.86	\$0.00	\$45.96
6	55	\$24.31	\$13.00	\$11.20	\$0.00	\$48.51
7	60	\$26.52	\$13.00	\$11.53	\$0.00	\$51.05
8	65	\$28.73	\$13.00	\$11.86	\$0.00	\$53.59
9	70	\$30.94	\$13.00	\$12.19	\$0.00	\$56.13
10	75	\$33.15	\$13.00	\$12.53	\$0.00	\$58.68

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

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

Notes:  
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$38.26	\$10.00	\$12.65	\$0.00	\$60.91
	05/01/2013	\$38.87	\$10.00	\$12.65	\$0.00	\$61.52
	11/01/2013	\$39.63	\$10.00	\$12.65	\$0.00	\$62.28
	05/01/2014	\$40.40	\$10.00	\$12.65	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$39.66	\$10.00	\$12.65	\$0.00	\$62.31
	05/01/2013	\$40.28	\$10.00	\$12.65	\$0.00	\$62.93
	11/01/2013	\$41.05	\$10.00	\$12.65	\$0.00	\$63.70
	05/01/2014	\$41.82	\$10.00	\$12.65	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$21.18	\$10.00	\$12.65	\$0.00	\$43.83
	05/01/2013	\$21.54	\$10.00	\$12.65	\$0.00	\$44.19
	11/01/2013	\$22.00	\$10.00	\$12.65	\$0.00	\$44.65
	05/01/2014	\$22.45	\$10.00	\$12.65	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$33.61	\$10.00	\$13.02	\$0.00	\$56.63
	06/01/2013	\$34.26	\$10.00	\$13.02	\$0.00	\$57.28
	12/01/2013	\$34.92	\$10.00	\$13.02	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2012	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	06/01/2013	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	12/01/2013	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	06/01/2014	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	12/01/2014	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	06/01/2015	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	12/01/2015	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
	06/01/2016	\$20.50	\$7.10	\$11.55	\$0.00	\$39.15
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

**Apprentice - FLOORCOVERER - Local 2168 Zone I**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Notes:  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$28.17	\$10.00	\$13.02	\$0.00	\$51.19
	06/01/2013	\$28.72	\$10.00	\$13.02	\$0.00	\$51.74
	12/01/2013	\$29.27	\$10.00	\$13.02	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

Notes:  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67

**Apprentice - OPERATING ENGINEERS - Local 4**

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	\$0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	\$13.02	\$0.00	\$47.07
3	65	\$26.06	\$10.00	\$13.02	\$0.00	\$49.08
4	70	\$28.06	\$10.00	\$13.02	\$0.00	\$51.08
5	75	\$30.07	\$10.00	\$13.02	\$0.00	\$53.09
6	80	\$32.07	\$10.00	\$13.02	\$0.00	\$55.09
7	85	\$34.08	\$10.00	\$13.02	\$0.00	\$57.10
8	90	\$36.08	\$10.00	\$13.02	\$0.00	\$59.10

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.48	\$10.00	\$0.00	\$0.00	\$32.48
2	60	\$24.52	\$10.00	\$13.02	\$0.00	\$47.54
3	65	\$26.57	\$10.00	\$13.02	\$0.00	\$49.59
4	70	\$28.61	\$10.00	\$13.02	\$0.00	\$51.63
5	75	\$30.65	\$10.00	\$13.02	\$0.00	\$53.67
6	80	\$32.70	\$10.00	\$13.02	\$0.00	\$55.72
7	85	\$34.74	\$10.00	\$13.02	\$0.00	\$57.76
8	90	\$36.78	\$10.00	\$13.02	\$0.00	\$59.80

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2012	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	06/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	12/01/2013	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	06/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	12/01/2014	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	06/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	12/01/2015	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	06/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50
	12/01/2016	\$34.60	\$7.10	\$11.55	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) ASBESTOS WORKERS LOCAL 6 (BOSTON)	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

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

**Effective Date - 09/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	\$8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	\$9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	\$9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	\$10.34	\$0.00	\$54.16

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	\$8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	\$9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	\$9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	\$10.34	\$0.00	\$55.44

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2013	\$40.23	\$7.70	\$18.35	\$0.00	\$66.28
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - IRONWORKER - Local 7 Boston**

Effective Date - 03/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	\$18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	\$18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	\$18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	\$18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	\$18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	\$18.35	\$0.00	\$62.26

Notes:  
 \*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2012	\$29.60	\$7.10	\$11.55	\$0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	\$0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50

**Apprentice - LABORER - Zone 2**

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.76	\$7.10	\$11.55	\$0.00	\$36.41
2	70	\$20.72	\$7.10	\$11.55	\$0.00	\$39.37
3	80	\$23.68	\$7.10	\$11.55	\$0.00	\$42.33
4	90	\$26.64	\$7.10	\$11.55	\$0.00	\$45.29

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.06	\$7.10	\$11.55	\$0.00	\$36.71
2	70	\$21.07	\$7.10	\$11.55	\$0.00	\$39.72
3	80	\$24.08	\$7.10	\$11.55	\$0.00	\$42.73
4	90	\$27.09	\$7.10	\$11.55	\$0.00	\$45.74

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2012	\$29.60	\$7.10	\$11.55	\$0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	\$0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	12/01/2012	\$29.60	\$7.10	\$11.55	\$0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	\$0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2011	\$29.35	\$7.10	\$11.55	\$0.00	\$48.00
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.60	\$7.10	\$11.55	\$0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	\$0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.60	\$7.10	\$11.55	\$0.00	\$48.25
	06/01/2013	\$30.10	\$7.10	\$11.55	\$0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.91	\$10.18	\$16.58	\$0.00	\$63.67
	02/01/2014	\$37.36	\$10.18	\$16.58	\$0.00	\$64.12
	08/01/2014	\$38.07	\$10.18	\$16.65	\$0.00	\$64.90
	02/01/2015	\$38.52	\$10.18	\$16.65	\$0.00	\$65.35
	08/01/2015	\$39.23	\$10.18	\$16.72	\$0.00	\$66.13
	02/01/2016	\$39.68	\$10.18	\$16.72	\$0.00	\$66.58
	08/01/2016	\$40.38	\$10.18	\$16.80	\$0.00	\$67.36
	02/01/2017	\$40.84	\$10.18	\$16.80	\$0.00	\$67.82

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	\$16.51	\$0.00	\$44.79
2	60	\$21.72	\$10.18	\$16.51	\$0.00	\$48.41
3	70	\$25.34	\$10.18	\$16.51	\$0.00	\$52.03
4	80	\$28.96	\$10.18	\$16.51	\$0.00	\$55.65
5	90	\$32.58	\$10.18	\$16.51	\$0.00	\$59.27

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.46	\$10.18	\$16.58	\$0.00	\$45.22
2	60	\$22.15	\$10.18	\$16.58	\$0.00	\$48.91
3	70	\$25.84	\$10.18	\$16.58	\$0.00	\$52.60
4	80	\$29.53	\$10.18	\$16.58	\$0.00	\$56.29
5	90	\$33.22	\$10.18	\$16.58	\$0.00	\$59.98

Notes:

**Apprentice to Journeyworker Ratio:1:3**

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$47.45	\$10.18	\$17.83	\$0.00	\$75.46
	08/01/2013	\$48.35	\$10.18	\$17.90	\$0.00	\$76.43
	02/01/2014	\$48.91	\$10.18	\$17.90	\$0.00	\$76.99
	08/01/2014	\$49.81	\$10.18	\$17.97	\$0.00	\$77.96
	02/01/2015	\$50.37	\$10.18	\$17.97	\$0.00	\$78.52
	08/01/2015	\$51.27	\$10.18	\$18.04	\$0.00	\$79.49
	02/01/2016	\$51.84	\$10.18	\$18.04	\$0.00	\$80.06
	08/01/2016	\$52.74	\$10.18	\$18.12	\$0.00	\$81.04
	02/01/2017	\$53.31	\$10.18	\$18.12	\$0.00	\$81.61

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	\$17.83	\$0.00	\$51.74
2	60	\$28.47	\$10.18	\$17.83	\$0.00	\$56.48
3	70	\$33.22	\$10.18	\$17.83	\$0.00	\$61.23
4	80	\$37.96	\$10.18	\$17.83	\$0.00	\$65.97
5	90	\$42.71	\$10.18	\$17.83	\$0.00	\$70.72

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.18	\$10.18	\$17.90	\$0.00	\$52.26
2	60	\$29.01	\$10.18	\$17.90	\$0.00	\$57.09
3	70	\$33.85	\$10.18	\$17.90	\$0.00	\$61.93
4	80	\$38.68	\$10.18	\$17.90	\$0.00	\$66.76
5	90	\$43.52	\$10.18	\$17.90	\$0.00	\$71.60

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

<b>MECH. SWEEPER OPERATOR (ON CONST. SITES)</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
<i>For apprentice rates see "Apprentice- OPERATING ENGINEERS"</i>						
<b>MECHANICS MAINTENANCE</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
<i>For apprentice rates see "Apprentice- OPERATING ENGINEERS"</i>						
<b>MILLWRIGHT (Zone 1)</b> <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2011	\$33.57	\$8.67	\$15.61	\$0.00	\$57.85

**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date - 04/01/2011**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	\$11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	\$11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	\$13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	\$13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	\$14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	\$14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	\$14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	\$14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2012	\$21.28	\$10.00	\$13.02	\$0.00	\$44.30
	06/01/2013	\$21.70	\$10.00	\$13.02	\$0.00	\$44.72
	12/01/2013	\$22.12	\$10.00	\$13.02	\$0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2012	\$24.62	\$10.00	\$13.02	\$0.00	\$47.64
	06/01/2013	\$25.10	\$10.00	\$13.02	\$0.00	\$48.12
	12/01/2013	\$25.59	\$10.00	\$13.02	\$0.00	\$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

Notes:  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2013	\$35.91	\$7.80	\$15.60	\$0.00	\$59.31
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\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

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

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	\$0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	\$3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	\$3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	\$4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	\$13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	\$14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	\$14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	\$14.96	\$0.00	\$55.08

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2013	\$33.97	\$7.80	\$15.60	\$0.00	\$57.37
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PAINTERS LOCAL 35 - ZONE 2

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2012	\$29.60	\$7.10	\$11.55	\$0.00	\$48.25
LABORERS - ZONE 2	06/01/2013	\$30.10	\$7.10	\$11.55	\$0.00	\$48.75
	12/01/2013	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2014	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2014	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2015	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2015	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2016	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2016	\$33.85	\$7.10	\$11.55	\$0.00	\$52.50

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
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\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

Notes:  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97
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**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

Notes:  
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PILE DRIVER	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date - 08/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	\$17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	\$17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	\$17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	\$17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	\$17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	\$17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	\$17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	\$17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCAL 537						

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PIPEFITTER - Local 537**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

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

**Apprentice to Journeyworker Ratio:\*\***

PIPELAYER LABORERS - ZONE 2	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
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**Apprentice - PLUMBER/GASFITTER - Local 12**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

**Notes:**  
 \*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
 Step4 with lic\$53.29 Step5 with lic\$59.49

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2012	\$30.60	\$7.10	\$11.55	\$0.00	\$49.25
	06/01/2013	\$31.10	\$7.10	\$11.55	\$0.00	\$49.75
	12/01/2013	\$31.60	\$7.10	\$11.55	\$0.00	\$50.25
	06/01/2014	\$32.10	\$7.10	\$11.55	\$0.00	\$50.75
	12/01/2014	\$32.60	\$7.10	\$11.55	\$0.00	\$51.25
	06/01/2015	\$33.10	\$7.10	\$11.55	\$0.00	\$51.75
	12/01/2015	\$33.60	\$7.10	\$11.55	\$0.00	\$52.25
	06/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
	12/01/2016	\$34.85	\$7.10	\$11.55	\$0.00	\$53.50
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$28.17	\$10.00	\$13.02	\$0.00	\$51.19
	06/01/2013	\$28.72	\$10.00	\$13.02	\$0.00	\$51.74
	12/01/2013	\$29.27	\$10.00	\$13.02	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofing) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61

**Apprentice - ROOFER - Local 33**

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	\$3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	\$10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	\$10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	\$10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	\$10.70	\$0.00	\$53.00

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.66	\$10.50	\$10.70	\$0.00	\$58.86
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49

Classification

Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
2	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
3	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
4	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
5	50	\$21.16	\$9.82	\$8.75	\$1.19	\$40.92
6	50	\$21.16	\$9.82	\$9.00	\$1.20	\$41.18
7	60	\$25.39	\$9.82	\$10.24	\$1.36	\$46.81
8	65	\$27.51	\$9.82	\$10.99	\$1.45	\$49.77
9	75	\$31.74	\$9.82	\$12.49	\$1.62	\$55.67
10	85	\$35.97	\$9.82	\$13.49	\$1.78	\$61.06

Notes:  
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2012	\$25.37	\$6.82	\$6.85	\$0.00	\$39.04
PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93

**Apprentice - SIGNERECTOR - Local 35 Zone 2**

**Effective Date - 06/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.69	\$6.82	\$0.00	\$0.00	\$19.51
2	55	\$13.95	\$6.82	\$2.35	\$0.00	\$23.12
3	60	\$15.22	\$6.82	\$2.35	\$0.00	\$24.39
4	65	\$16.49	\$6.82	\$2.35	\$0.00	\$25.66
5	70	\$17.76	\$6.82	\$6.85	\$0.00	\$31.43
6	75	\$19.03	\$6.82	\$6.85	\$0.00	\$32.70
7	80	\$20.30	\$6.82	\$6.85	\$0.00	\$33.97
8	85	\$21.56	\$6.82	\$6.85	\$0.00	\$35.23
9	90	\$22.83	\$6.82	\$6.85	\$0.00	\$36.50

**Effective Date - 06/01/2013**

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

**Notes:**  
Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.74	\$8.91	\$8.00	\$0.00	\$47.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$31.03	\$8.91	\$8.00	\$0.00	\$47.94
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A)</i>	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

Apprentice - *SPRINKLER FITTER - Local 550*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

Notes:  
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
4	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
5	50	\$16.32	\$13.00	\$11.02	\$0.00	\$40.34
6	55	\$17.95	\$13.00	\$11.27	\$0.00	\$42.22
7	60	\$19.58	\$13.00	\$11.52	\$0.00	\$44.10
8	65	\$21.22	\$13.00	\$11.77	\$0.00	\$45.99
9	70	\$22.85	\$13.00	\$12.02	\$0.00	\$47.87
10	75	\$24.48	\$13.00	\$12.26	\$0.00	\$49.74

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
2	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
3	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
4	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
5	50	\$16.58	\$13.00	\$10.04	\$0.00	\$39.62
6	55	\$18.23	\$13.00	\$10.29	\$0.00	\$41.52
7	60	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
8	65	\$21.55	\$13.00	\$10.79	\$0.00	\$45.34
9	70	\$23.21	\$13.00	\$11.04	\$0.00	\$47.25
10	75	\$24.86	\$13.00	\$11.29	\$0.00	\$49.15

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$47.25	\$10.18	\$17.90	\$0.00	\$75.33
	02/01/2014	\$47.81	\$10.18	\$17.90	\$0.00	\$75.89
	08/01/2014	\$48.71	\$10.18	\$17.97	\$0.00	\$76.86
	02/01/2015	\$49.27	\$10.18	\$17.97	\$0.00	\$77.42
	08/01/2015	\$50.17	\$10.18	\$18.04	\$0.00	\$78.39
	02/01/2016	\$50.74	\$10.18	\$18.04	\$0.00	\$78.96
	08/01/2016	\$51.64	\$10.18	\$18.12	\$0.00	\$79.94
	02/01/2017	\$52.21	\$10.18	\$18.12	\$0.00	\$80.51

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.63	\$10.18	\$17.90	\$0.00	\$51.71
2	60	\$28.35	\$10.18	\$17.90	\$0.00	\$56.43
3	70	\$33.08	\$10.18	\$17.90	\$0.00	\$61.16
4	80	\$37.80	\$10.18	\$17.90	\$0.00	\$65.88
5	90	\$42.53	\$10.18	\$17.90	\$0.00	\$70.61

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2012	\$37.30	\$7.10	\$12.60	\$0.00	\$57.00
	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2012	\$32.42	\$7.10	\$12.60	\$0.00	\$52.12
	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$32.30	\$7.10	\$12.60	\$0.00	\$52.00
	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$31.32	\$8.91	\$8.00	\$0.00	\$48.23
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2012	\$44.58	\$7.10	\$13.00	\$0.00	\$64.68
	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2012	\$46.58	\$7.10	\$13.00	\$0.00	\$66.68
	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2012	\$36.65	\$7.10	\$13.00	\$0.00	\$56.75
	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2012	\$38.65	\$7.10	\$13.00	\$0.00	\$58.75
	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.74	\$8.91	\$8.00	\$0.00	\$47.65
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2012	\$29.85	\$7.10	\$11.55	\$0.00	\$48.50
	06/01/2013	\$30.35	\$7.10	\$11.55	\$0.00	\$49.00
	12/01/2013	\$30.85	\$7.10	\$11.55	\$0.00	\$49.50
	06/01/2014	\$31.35	\$7.10	\$11.55	\$0.00	\$50.00
	12/01/2014	\$31.85	\$7.10	\$11.55	\$0.00	\$50.50
	06/01/2015	\$32.35	\$7.10	\$11.55	\$0.00	\$51.00
	12/01/2015	\$32.85	\$7.10	\$11.55	\$0.00	\$51.50
	06/01/2016	\$33.35	\$7.10	\$11.55	\$0.00	\$52.00
	12/01/2016	\$34.10	\$7.10	\$11.55	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

## **The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

# WEEKLY PAYROLL RECORDS REPORT

## & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2013

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5<sup>th</sup> FL., BOSTON, MA. 02108

**END OF SECTION**



# SPECIFICATIONS

SECTION 09660  
RESILIENT TILE FLOORING

PART 1 GENERAL

1.01 THIS SECTION INCLUDES

- A. Flooring and accessories as shown on the drawings and as indicated by the requirements of this section or as needed to transition between new and existing materials.

1.02 RELATED DOCUMENTS

- A. Drawings, documents and General Provisions of the Contract (including General Conditions) apply to the work of this section.

1.03 RELATED SECTIONS

- A. Other Division 9 sections for floor finishes related to this section but not the work of this section.
- B. Sheet G-1            General Notes
- C. 09699                Water Vapor Emission Control System (WVECS)

1.04 QUALITY ASSURANCE AND REGULATORY REQUIREMENTS

- A. Select an installer who is competent in the installation of the manufacturer's resilient tile flooring.**
- B. If required, provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.
- C. If required, provide flooring material to meet the following fire test performance criteria as tested by a recognized independent testing laboratory:
  - a. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I.
  - b. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less.

1.05 SUBMITTALS

- A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.
- B. Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.
- C. If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.

1.06 ENVIRONMENTAL CONDITIONS AND PHASING OF WORK

- A. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.
- B. Store materials in a clean, dry, enclosed space off the ground, and protected from the weather and from extremes of heat and cold. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.
- C. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F (18°C) and a maximum temperature of 100°F (38°C) for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F (13°C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances.
- D. Close spaces to traffic during the installation of the flooring. Do not install flooring over concrete slabs until they are acceptable to the manufacturer with respect to bond and moisture content.

## 1.07 EXTRA MATERIALS

- A. Upon completion of the Work of this Section, deliver to the owner extra flooring materials for future repairs and maintenance, from the same manufacturing runs as those installed, in the following amounts:
1. Vinyl composition tile: 3% of each material in each color, and pattern installed.

## PART 2 PRODUCTS

### 2.00 MANUFACTURERS

- A. Subject to compliance with the requirements specified herein, manufacturers offering products which may be incorporated in the work include the following, or approved equal.
1. Armstrong World Industries, Inc. Flooring Division, Lancaster, PA
  2. Mannington Commercial Flooring, Salem, NJ
  3. Azrock Industries, Inc., Florance, AL

### 2.01 RESILIENT TILE FLOORING MATERIALS

- A. Provide Imperial® Texture Standard EXCELON Tile Flooring manufactured by Armstrong World Industries, Inc., in color selected by Owner from the full range currently available from Armstrong World Industries, Inc., or approved equal, having a nominal total thickness of 1/8"/0.125 in. (3.2mm), 12 in. x 12 in. (305 mm x 305 mm), composed of polyvinyl chloride resin binder, plasticizers, fillers, and pigments with colors and texture dispersed uniformly throughout its thickness. Vinyl composition tile shall conform to the requirements of ASTM F 1066, Class 2 – through pattern.

### 2.02 WALL BASE MATERIALS

- A. Unless otherwise indicated provide 1/8 in. (3.2 mm) thick, by height and type to match existing Armstrong Color-Integrated Wall Base with a matte finish, conforming to ASTM F 1861, Type TV - Vinyl, Thermoplastic, or approved equal.
1. Wall (cove) base material is not required at the Bates School or in the corridors at the Hunnewell School. In the Hunnewell Classrooms, provide wall cove base material to match height and type of existing cover base material in other classrooms.

### 2.03 ADHESIVES

- A. Tile High-Moisture Installation Warranty, Full Spread: Provide Armstrong S-515 Resilient Tile Adhesive or approved equal under the tile and Armstrong S-725 Wall Base Adhesive or approved equal at the wall base as recommended by the flooring manufacturer.

### 2.04 ACCESSORIES

- A. For patching, smoothing, and leveling monolithic subfloors, provide Armstrong S-183 Fast-Setting Cement-Based Underlayment, S-184 Fast-Setting Cement-Based Patch and Skim Coat, or S-194 Fast-Setting Cement-Based Patch and Underlayment or approved equal, as recommended by the manufacturer for the actual conditions.
- B. For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.
- C. Provide transition/reducing strips tapered to meet abutting materials.
- D. Provide resilient edge strips of width as required, of equal gauge to the flooring, homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Owner from standard colors available.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- B. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- C. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- D. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

### 3.02 PREPARATION

- A. Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Armstrong S-183 Fast-Setting Cement-Based Underlayment, S-184 Fast-Setting Cement-Based Patch and Skim Coat or S-194 Fast-Setting Cement-Based Patch and Underlayment as recommended by the flooring manufacturer.
- B. Remove paint, varnish, oils, release agents, abatement materials, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents.
- C. For Tile High-Moisture Installation Warranty, perform subfloor moisture testing in accordance with ASTM F 2170, "Standard Test Method for Determining Relative Humidity in Concrete Slabs Using *in-situ* Probes" ASTM F 1869, "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" and Bond Tests as per manufacturer's written instructions to determine if surfaces are dry; free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. Relative humidity shall not exceed 90%. MVER shall not exceed 7 lbs./1000 sq. ft./24 hrs (not including the Water Vapor Emission Control System). On installations where both the Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained.
- D. Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

### 3.03 INSTALLATION OF TILE FLOORING

- A. Install flooring in strict accordance with the latest edition of the manufacturer's written instructions.
- B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.
- C. If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.
- D. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.
- E. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written

instructions. Observe the recommended adhesive trowel notching, open times, and working times.

#### 3.04 INSTALLATION OF ACCESSORIES

- A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.
- B. Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.
- C. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

#### 3.05 CLEANING AND PROTECTION

- A. Perform initial maintenance according to the latest edition of manufacturer's written instructions.
- B. Wash floors with a non-abrasive commercial detergent using a floor machine.
- C. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.
- D. Owner will apply polish/wax after floors have been washed.

**END OF SECTION**

SECTION 096816  
SHEET CARPETING

PART 1 GENERAL

1.01 THIS SECTION INCLUDES

- A. Flooring and accessories as shown on the drawings and as indicated by the requirements of this section or as needed to transition between new and existing materials.

1.02 RELATED DOCUMENTS

- A. Drawings, documents and General Provisions of the Contract (including General Conditions) apply to the work of this section.

1.03 RELATED SECTIONS

- A. Other Division 9 sections for floor finishes related to this section but not the work of this section.
- B. Sheet G-1            Notes & Specifications
- C. 09660                Resilient Tile Flooring

1.04 QUALITY ASSURANCE AND REGULATORY REQUIREMENTS

- A. Select an installer who is competent in the installation of the manufacturer's sheet carpeting.
- B. If required, provide types of carpeting and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.

1.05 SUBMITTALS

- A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.
- B. Submit the manufacturer's standard samples showing the required colors for carpeting and applicable accessories.
- C. If required, submit the manufacturer's certification that the carpeting has been tested by an independent laboratory and complies with the required fire tests.

1.06 ENVIRONMENTAL CONDITIONS AND PHASING OF WORK

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet and carpet cushion until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Where demountable partitions or other items are indicated for installation on top of carpet, install carpet before installing these items.
- D. Close spaces to traffic during the installation of the carpeting.

1.07 EXTRA MATERIALS

- A. Upon completion of the Work of this Section, deliver to the owner extra carpeting materials for future repairs and maintenance, from the same manufacturing runs as those installed, in the following amounts:
  - 1. Sheet Carpet: one standard 6 ft wide by min. 6 ft. long roll of each material in each color, and pattern installed.

## PART 2 PRODUCTS

### 2.00 MANUFACTURERS

- A. Basis of design is Applause III as manufactured by Tandus.
- B. Subject to compliance with the requirements specified herein, other manufacturers offering products which may be incorporated in the work include the following, or approved equal.
  - 1. Shaw Floors
  - 2. Mannington Commercial Flooring

### 2.01 TUFTED CARPET

- A. Color: As selected by Owner from manufacturer's full range of available colors and patterns. One color/pattern of carpeting shall be selected for each school building.
- B. Surface Texture: Level loop.
- C. Fiber Content: nylon.
- D. Dye Method: 50% Solution Dyed, 50% Yarn Dyed.
- E. Machine Gauge: 1/13
- F. Stitches Per Inch: 8.2
- G. Pile Thickness: .0117 inches (mm) for finished carpet per ASTM D 6859.
- H. Face Weight: 18 oz./sq. yd. (g/sq. m).
- I. Total Weight: 97.2 oz./sq. yd. (g/sq. m) for finished carpet.
- J. Backing: Powerbond ER3 Cushion
- K. Applied Soil-Resistance Treatment: Manufacturer's standard material.
- L. SECONDARY BACKING: ER3 98% Recycled Content Closed Cell Cushion
  - a. Product Size: 6-Foot Width Roll Goods
  - b. Cushion Type: Recycled Content Closed Cell Cushion
  - c. Backing Thickness: 0.125 inch thick
  - d. Backing Density (ASTM D-1667): Min. 28.5 lbs/cu ft
  - e. Recycled Content: 98% Recycled Content Secondary Backing
  - f. Compression Set (ASTM D-1667): Maximum 10%
  - g. Compression Deflection (ASTM D-1667): Minimum 7; Maximum 25 lbs/sq. inch at 25%
  - h. Moisture Barrier: Impermeable to moisture and airflow. Moisture Penetration by Impact @ 10 psi: No penetration of backing after 10,000 impacts. Provide independent test results. The British Spill is NOT an acceptable measurement for moisture barrier.
  - i. Seam Method: seaming compound; molecularly bound seams to be impermeable to moisture and airflow
  - j. Seam Integrity: Moisture Penetration by Impact at SEAMS @ 10 psi; No penetration after 10,000 impacts. Provide independent test results. The British Spill is NOT an acceptable measurement for moisture barrier.
  - k. Seam Integrity: Phillips Chairs Test: No seam separation after 50,000 cycles; Provide independent test results
  - l. Face yarn fully fused to secondary backing system that will not delaminate 13. Delamination: No delamination per ASTM D3936
- M. Carpet must not contain added antimicrobial treatments. Antimicrobial additives are not allowed during the manufacture of these flooring products. Installation adhesives are exempt from this section.

### 2.02 ACCESSORIES

- A. For patching, smoothing, and leveling monolithic subfloors, provide Armstrong S-183 Fast-Setting Cement-Based Underlayment, S-184 Fast-Setting Cement-Based Patch and Skim Coat, or S-194 Fast-Setting Cement-Based Patch and Underlayment or approved equal, as recommended by the manufacturer

for the actual conditions.

- B. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.
- C. Provide transition/reducing strips tapered to meet abutting materials.
- D. Provide resilient edge strips of width and height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints, Strips shall be of equal gauge to the flooring, of homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Owner from standard colors available.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- B. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- C. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- D. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.
- E. Examine carpet for type, color, pattern, and potential defects. For wood subfloor, verify plywood edges or other joints are properly nailed and surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.

### 3.02 DEMOLITION

- A. Rip up, remove and properly dispose of existing carpeting, pad, metals, nosing and other related carpeting accessories.

### 3.02 PREPARATION

- A. General: Comply with CRI 104, Section 7.3, "Site Conditions; Floor Preparation," and with carpet manufacturer's written installation instructions for preparing substrates.
- B. Resecure via screwing all subfloor/plywood seams which have opened and otherwise may damage the carpeting.
- C. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm), unless more stringent requirements are required by manufacturer's written instructions.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet.

### 3.03 INSTALLATION

- A. Carpet with Attached-Cushion Installation: Comply with CRI 104, Section 11, "Attached-Cushion Installations."
- B. Comply with carpet manufacturer's written recommendations and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams

under the door in closed position.

- C. Do not bridge building expansion joints with carpet.
- D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.
- G. Install pattern parallel to walls and borders to comply with CRI 104, Section 15, "Patterned Carpet Installations" and with carpet manufacturer's written recommendations.

### 3.04 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet: Recycled Content Closed Cell Cushion
  - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
  - 2. Remove yarns that protrude from carpet surface.
  - 3. Vacuum carpet using commercial machine with face-beater element.
- B. Protect installed carpet to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer and carpet cushion manufacturer.

### 3.05 WARRANTY

- A. Warranty to be sole source responsibility of the Manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturer are unacceptable.
- B. Provide 25-year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zippering & backing resiliency loss.
- C. If the product fails to perform as warranted when properly installed and maintained, the affected area will be repaired or replaced at the discretion of the Manufacturer.

**END OF SECTION**

## SECTION 09699

### WATER VAPOR EMISSION CONTROL SYSTEM (WVECS)

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Testing, and application of systems for the reduction of moisture vapor emissions (vapor reduction/moisture mitigation) and alkalinity control for interior concrete slabs scheduled for floor finish of VCT flooring systems.
- B. **The vapor reduction system is required in all areas where new resilient vinyl floor tile is being placed – regardless of the moisture content of the slab.**

##### 1.2 RELATED SECTIONS

- A. Section 09660 Resilient Tile Flooring
- B. Sheet G-1 General Notes

##### 1.3 REFERENCES

- A. American Society of Testing and Materials (ASTM):
  - 1. C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).
  - 2. C 348 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars.
  - 3. D 1308 - Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes.
  - 4. E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
  - 5. F 1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Floor Using Anhydrous Calcium Chloride.
  - 6. F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
- B. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete; Surface Preparation for Sealers, Coatings and Polymer Overlays.

##### 1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Manufacturer's specification.
  - 2. Installation instructions.
  - 3. Independent test data.
  - 4. Certification requirements.
  - 5. Warranty information.
- B. Pre-Construction Testing: Contractor may perform tests at his own cost.

##### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
  - 1. Manufacturer shall have no less than five years experience in manufacturing water vapor reduction systems. The water vapor reduction system shall be specifically formulated and marketed for water

vapor reduction and alkalinity control. System design shall not have changed for a minimum of five consecutive years prior to start of the work.

B. Installer Qualifications:

1. Applicator shall be approved by the manufacturer, experienced in surface preparation and application of the material and shall be subject to inspection and control by the manufacturer.
2. Installer shall have no less than five years experience installing the specified fluid based coating systems.

C. Product Performance History:

1. Manufacturer shall provide independent lab test reports documenting performance per the following:
  - a. ASTM E 96, Water Vapor Transmission (wet methods) Performance shall be documented by an independent testing laboratory indicating a minimum of 90 percent water vapor transmission reduction compared to untreated concrete.
  - b. ASTM D 1308; Insensitivity to alkaline environment up to pH 14.
  - c. Certify acceptance and exposure to continuous topical water contact after final cure.
2. Submit list of product use and performance history, for the same formulation and system design, listing reference sources. Similar projects shall have documented minimum initial water vapor transmission rates of 15 lb per 1000 sf (7.3 kg/100 sq. m) per 24 hours to 3 lb per 1000 sf (1.5 kg/100 sq. m) per 24 hours, and have resulted in maintained water vapor reduction rate of less than 3 lb per 1000 sf (1.5 kg/100 sq. m) per 24 hours when tested according to ASTM F1869.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the job site in their original unopened containers, clearly labeled with the manufacturer's name and brand designation.
- B. Store products in an approved ventilated dry area; protect from dampness, freezing, and direct sun light. Product should not be stored in areas with temperatures in excess of 90 degrees F (32 degrees C) or below 50 degrees F (10 degrees C).
- C. Handle product in a manner that will prevent breakage of containers and damage products.

## 1.7 PROJECT CONDITIONS

- A. The Owner has selected a floor covering system scheduled for the treated concrete substrate having the ability to withstand water vapor transmission levels up to 3 lb per 1000 sf (1.5 kg/100 sq. m) /24 hours.
- B. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
  1. Do not apply moisture vapor reduction system to unprotected surfaces or when water is accumulated on the surface of the concrete.
  2. Do not apply water vapor reduction system when temperature is lower than 50 degrees F (10 degrees C) or expected to fall below this temperature within 24 hours from time of application.
  3. Allow continuous ventilation and indirect air movement at all times during application and curing process of the water vapor reduction system.
  4. Protection: Protect water vapor reduction system to prevent damage from active rain or surface water for a minimum of 24 hours from time of application.

## 1.8 SCHEDULING

- A. Before installation of VCT over the interior concrete slabs, additional anhydrous calcium chloride testing may be performed per ASTM F 1869 or ASTM F 2170 by the Contractor at no additional cost to verify the level of water vapor transmission or relative humidity in the slab and the application rate of the moisture vapor reduction system required.

- B. Coordinate the scheduling of the water vapor reduction system testing, allowing adequate time to test, review results and determine the water vapor reduction system application rate before installation of floor finish is required.
- C. All mastics, glues, curing compounds and contaminants shall be removed to provide a clean, sound, concrete substrate prior to performing anhydrous calcium chloride tests.

## 1.9 WARRANTY

- A. Manufacturer shall provide the Owner with a ten year warranty at no additional cost.
- B. Installer of water vapor reduction system shall provide minimum one year installation warranty for workmanship.

## 1.10 COMPATIBILITY

- A. Water vapor emission control system shall be compatible with VCT, VCT adhesive and leveling compounds.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Koster American Corporation, which is located at: 2585 Aviator Dr. ; Virginia Beach, VA 23453; Tel: 757-425-1206; Email: [request info \(info@koesterusa.com\)](mailto:info@koesterusa.com); Web: [www.koesterusa.com](http://www.koesterusa.com) , or approved equal as determined by the Owner.
- B. Provide vapor reduction system materials from one manufacturer throughout the project.

### 2.2 SYSTEM

- A. Single Coat System: 2-component, VOC Compliant, Low viscosity, 100 percent solid epoxy formulated as a vapor barrier against high moisture and alkalinity in concrete substrates. The water vapor reduction system shall, after final cure, reduce vapor emissions by a minimum of 90 percent and alkalinity reduction to acceptable pH levels.
  - 1. Product: VAP-I 2000 FS as manufactured by Koester American Corporation, or approved equal.
  - 2. A Single Coat System consists of one coat of VAP I 2000 FS coating to be applied to a properly prepared concrete surface at an application rate determined by an anhydrous calcium chloride tests or RH in situ probes
  - 3. Mix Component A and B at a ratio of 2:1 by volume.
- B. Substrate Primer: Water based one component resin system for priming absorbent and non-absorbent substrates.
  - 1. Product: VAP-1 06 Primer as manufactured by Koester American Corporation, or approved equal.
  - 2. Physical Properties:
    - a. Flash Point: None. Non-flammable, Non-explosive.
    - b. Color: Light green. Dries transparent green.
- C. Cementitious Underlayment System: High strength fast curing self-leveling underlayment designed to level uneven concrete surfaces (up to 1-1/2") on interior slabs to provide an acceptable finish for flooring systems.
  - 1. Product: Level Pro as manufactured by Koester American Corporation, or approved equal.
  - 2. Physical Properties:
    - a. Compressive Strength (ASTM C 109 - Air Cured): 4 hours - 1450 psi (10 MPa), 16 hours - 2550 psi (17.6 MPa), 1 day - 2900 psi (20 MPa), 7 days - 3550 psi (24.5 MPa), 28 days - 4550 psi (31.4 MPa).
    - b. Flexural Strength (ASTM C 348): 7 days - 750 psi (5.2 MPa), 28 days - 1150 psi (7.9 MPa).
    - c. Tensile Strength (ASTM C 190): 1 day - 340 psi (2.3 MPa), 7 days - 400 psi (2.8 MPa), 28

days - 460 psi (3.2 MPa).

- D. Cementitious Underlayment System: A rapid curing, trowel-applied underlayment for thin-finish applications.
  - 1. Product: Level Pro Finish as manufactured by Koester American Corporation, or approved equal.
  - 2. Physical Characteristics:
    - a. Compressive Strength (ASTM C 109 Air Cured): 24 hours - 2100 psi (14.5 MPa), 7 days - 2800 psi (19.3 MPa), 28 days - 4700 psi (32.4 MPa).
- E. Bonding Emulsion: A carboxylated styrene butadiene copolymer latex designed to be used as an additive for hydraulic crack repair cement mortars.
  - 1. Product: SB Bonding Emulsion as manufactured by Koester American Corporation, or approved equal.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

### 3.2 PREPARATION

- A. Inspect surfaces with manufacturer's representative to determine its suitability to receive the moisture vapor reduction system. Provide an uncontaminated, sound surface.
- B. Clean surfaces to receive moisture vapor reduction system. Shot blast floors and clean surfaces to remove residue from the substrate. Remove defective materials, and foreign matter such as dust, adhesives, leveling compounds, paint, dirt, floor hardeners, bond breakers, oil, grease, curing agents, form release agents, efflorescence, laitance, shot blast abrasive residue, etc. Mechanically prepare substrate to a CSP-3 to CSP-4 profile (ICRI Guideline No. 03732.)
- C. Repair cracks, expansion joint, control Joints, and open surface honeycombs.
  - 1. Use Koester SB Bonding Emulsion with approved concrete repair materials. Comply with requirements listed in manufacturer's technical data information. No exceptions. Consult with vapor reduction manufacturer.
- D. Do not acid etch surface.
- E. Verify that the substrate surface does not deteriorate due to the presence of sulphurous compounds or alkaline aggregate/silica reaction encountered in certain areas.
  - 1. Consult with vapor reduction system manufacturer prior to application.
- F. The surface substrate shall remain uncontaminated, absorptive, and sound prior to receiving a water vapor reduction system. Comply with all requirements as listed in manufacturer's technical data information. No exceptions.

### 3.3 APPLICATION

- A. Single Coat System Application:
  - 1. The coverage rates for the Single Coat System are dependant on the surface texture and porosity of the substrate in addition to the measured level of moisture.
  - 2. Required Application Rate Relative to Existing Levels of Moisture Vapor to Achieve 3 lb/1000 sf (1.5 kg/ 100 sq. m) /24 hours Moisture Levels:
    - a. Up to 10 lb/1000 sf (4.9 kg/100 sq. m) /24hr: 130 sf/gallon (3.2 sq. m/l).
    - b. Up to 15 lb/1000 sf (7.4 kg/100 sq. m) /24hr: 100 sf/gallon (2.5 sq. m/l).
    - c. Up to 25 lb/1000 sf (12.2 kg/100 sq. m) /24 hr: 70 sf/gallon (1.7 sq. m/l).
  - 3. Apply one coat of the Single Coat System using a squeegee and or 3/8 inch (9.5 mm) nap roller

leaving no areas untreated. Allow the minimum cure time before installing the finish flooring.

- B. Cementitious Underlayment System: Provide the Cementitious Underlayment System with the non-porous Substrate Primer:
1. Substrate Primer: Application rate of approximately 450 to 600 sf/gallon (11 sq. m/l to 15 sq. m/l). Coverage rates are dependent upon substrate condition.
    - a. Very porous surfaces may require two coats. Leave no bare spots. Avoid puddling and excess accumulations; apply a thin coat. Heavy, thick applications are detrimental to the cementitious underlayment products.
    - b. Allow to dry to a light green, transparent film, 1-2 hours at an ambient temperature of 70 degrees F (21 degrees C) and relative humidity of 50 percent.
    - c. The subsequent application of cementitious products shall be within 2 days. Subsequent application of overlaying products may proceed as soon as the primer is dry.
  2. Self-Leveling Cementitious Underlayment:
    - a. Self leveling with no troweling needed when applied at 70 degrees F (21 degrees C). Pour the underlayment product on the floor and disperse with the approved spreader, followed by smoothing the material with the approved smoother. Cleated shoes shall be worn to avoid leaving marks.
    - b. Maximum application thickness of 1-1/2 inches (38 mm) in one layer.
  3. Trowel Applied Cementitious Underlayment:
    - a. Troweled from a minimum 80 mils (2 mm) to a maximum of 1/2 inch (13 mm) thick in one layer.
  4. Alternate approved equal underlayment system may be used to level surfaces applied over the water reduction system, if approved by Owner. The alternate underlayment system shall be tested and approved (no exceptions) by the manufacturer of the water vapor reduction system prior to installation. The underlayment system shall not contain gypsum.
- C. Installation of resilient flooring directly over the water vapor reduction system shall use approved adhesives. Adhesives shall be 100 percent solids adhesives or contact type adhesives with long working times and that are pH tolerant of at least 10. The method to apply the contact type adhesives is to include time to flash off water prior to the flooring installation.
1. Test adhesion of adhesives to water vapor reduction system prior to installation of flooring. No exceptions.

### 3.4 TESTING

- A. Tests:
1. Contractor may perform tests at his option. Provide anhydrous calcium chloride tests according ASTM F 1869 to the prepared concrete surfaces.
  2. **The vapor reduction system is required in all areas where resilient floor tile is being placed – regardless of the moisture content.**
- B. Post Treatment/Pre Flooring Tests:
1. Before installation of VCT and after proper cure of the final coat of the water vapor reduction system provide anhydrous calcium chloride tests according ASTM F 1869. Allow the vapor mitigation system to cure 72 hours before performing test. Water vapor transmission and alkalinity tests shall be performed on properly treated concrete.
  2. Provide test results of the level of water vapor transmission and alkalinity of the concrete slab to Owner. The flooring manufacturer shall accept the floor condition and certify that the flooring application materials and methods are compatible with the test results and floor condition.
- C. Adhesion Tests:
1. The Contractor shall verify proper adhesion of flooring adhesives, coatings, and leveling compounds to the final vapor reduction coating system.

### 3.5 CLEANING

A. Remove all debris resulting from water vapor reduction system installation from project site.

3.6 PROTECTION

A. Protect each coat during specified cure period from any kind of traffic, topical water and contaminants.

**END OF SECTION**



## SCHOOL FLOORING REPLACEMENT PROJECT SHEET NO.: G-1 GENERAL NOTES

### Project Locations:

- Bates School, 116 Elmwood Road, Wellesley, MA 02481, Custodian Dave Murray (781) 446-6260 X133
- Hardy Elementary School, 293 Weston Road, Wellesley, MA 02482, Custodian Fred Lavoie (781) 446-6270
- Hunnewell Elementary School, 28 Cameron Street, Wellesley, MA 02482, Custodian Larry Pellegrini (781) 446-6275 X416
- Upham Elementary School, 35 Wynnewood Road, Wellesley, MA 02481, Custodian Joe Smus (781) 446-6285 X704

**Schedule and Work Hours:** Work hours are Monday to Friday, 7:00 am to 3:30 pm. Work shall be completed by August 16, 2013.

**Contacts:** The Town's Project Manager is Joseph Murray, 40 Kingsbury Street, Wellesley, MA 02481. Telephone (781) 446-6210 X 4802, Fax to (781) 446-6207, E-mail at [jmurray@wellesleyma.gov](mailto:jmurray@wellesleyma.gov). Contact School Custodians for coordination of work.

**Scope of Work:** The scope of work varies by school and generally involves the removal of existing carpeting and replacement with either sheet carpeting or resilient vinyl composition floor tile. A water vapor emission control system (WVECS) shall be installed on all concrete substrates upon which resilient vinyl composition floor tile is being placed. **Refer to drawings for each school for extent of flooring.**

- Sheet Carpeting: Field carpeting shall be "Applause III" by Tandus Flooring, or approved equal. Color to be selected by Owner.
- Powerbond backing with 25-year non-prorated limited warranty.
- Vinyl Composition Tile (VCT): Shall be by Armstrong World Industries, Inc., or approved equal in full range of colors.

**Prevailing Wage Rates and Certified Payroll:** Work subject to State

prevailing wage rates. Submit certified payroll along with payment requisitions.

**Codes, Regulations and Standards:** All work shall be in accordance with the latest edition of the Massachusetts State Building Code and in accordance with local building regulations.

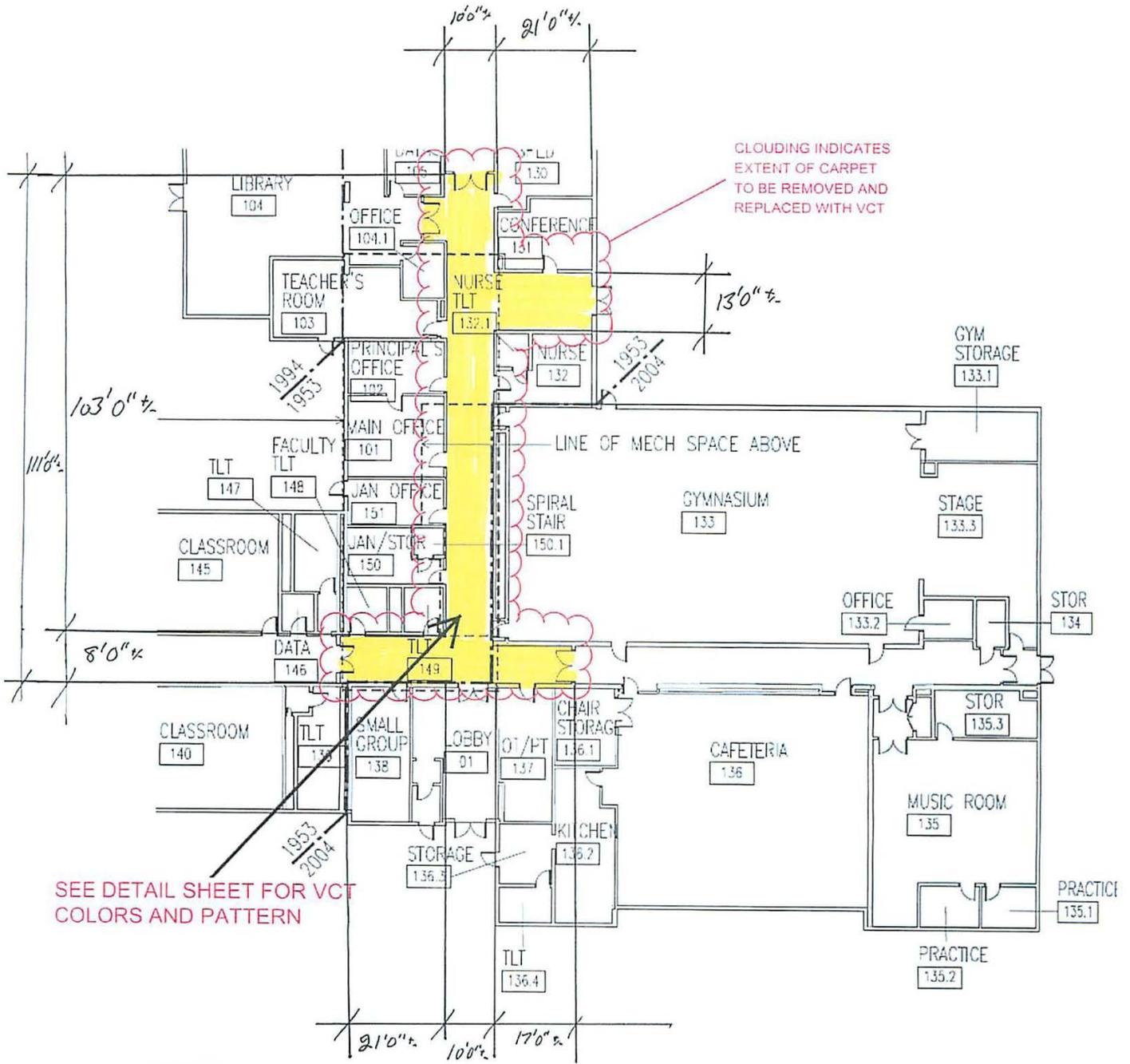
**Submittals:** Submit product literature for review, including carpet samples.

**On-Site Verification:** Verify in field (VIF) all existing conditions and dimensions prior to submitting a bid. Notify the Town immediately if changed conditions are identified.

**Punch List:** The Owner will perform final inspections. One list with incomplete items or items that require correction will be furnished at that time.

**Closeout:** Submit all warranties, extra materials and record submittals.





**NOTES:**

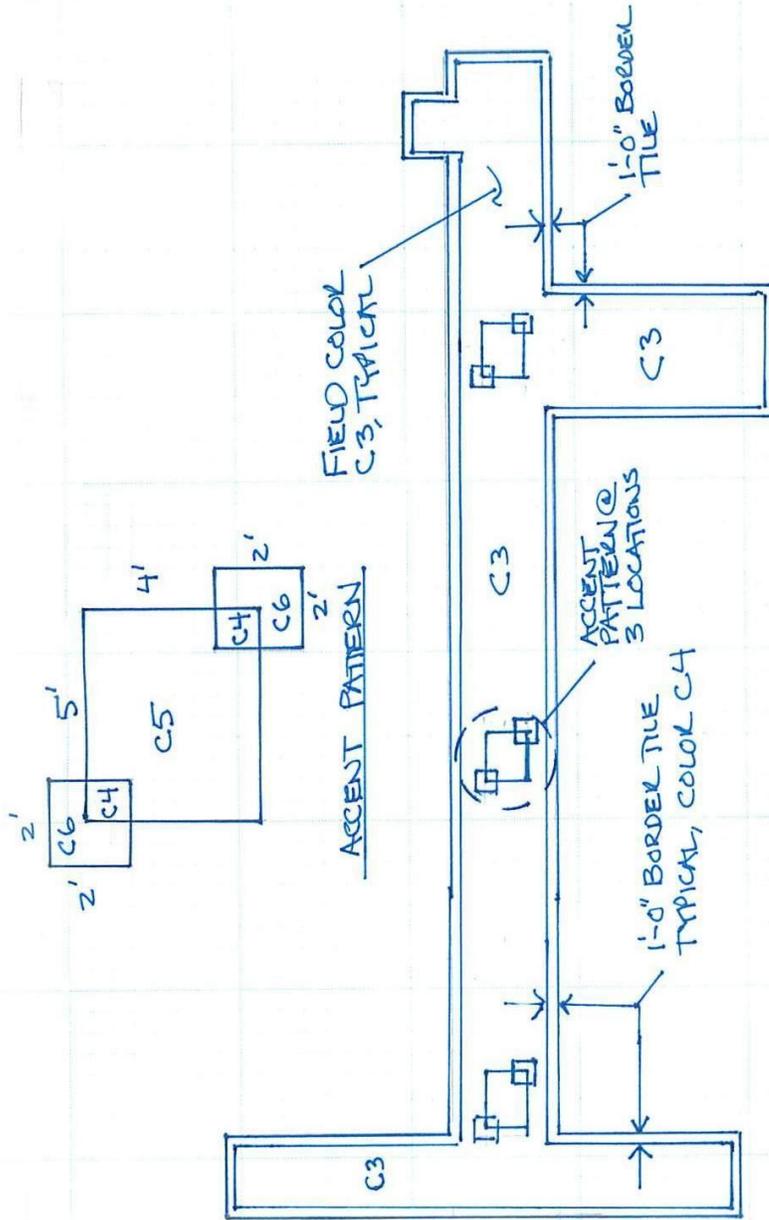
- 1. All Dimensions are Approximate, Field Verify
- 2. Existing Covering is Carpeting to be Removed and Disposed

**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**

**BATES ELEMENTARY SCHOOL**

**FLOOR PLAN: CORRIDOR**

No Scale



Note: Tile Colors (C3 to C6) to be selected by Owner

**SCHOOL FLOORING PROJECT CONTRACT WFMD-FY14-001**

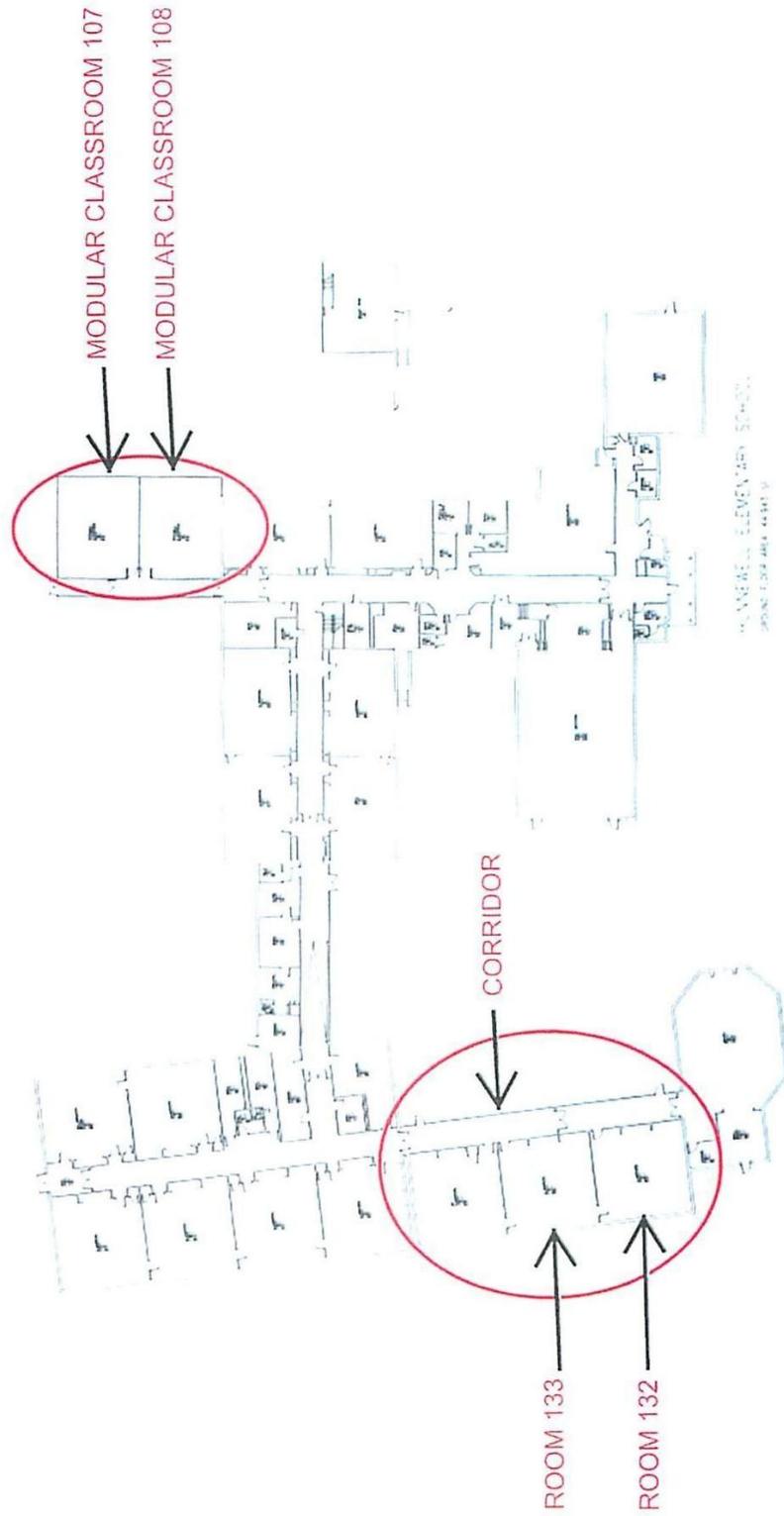
**BATES ELEMENTARY SCHOOL**

**FLOOR PLAN: VCT PATTERN AND COLOR DETAILS**

No Scale





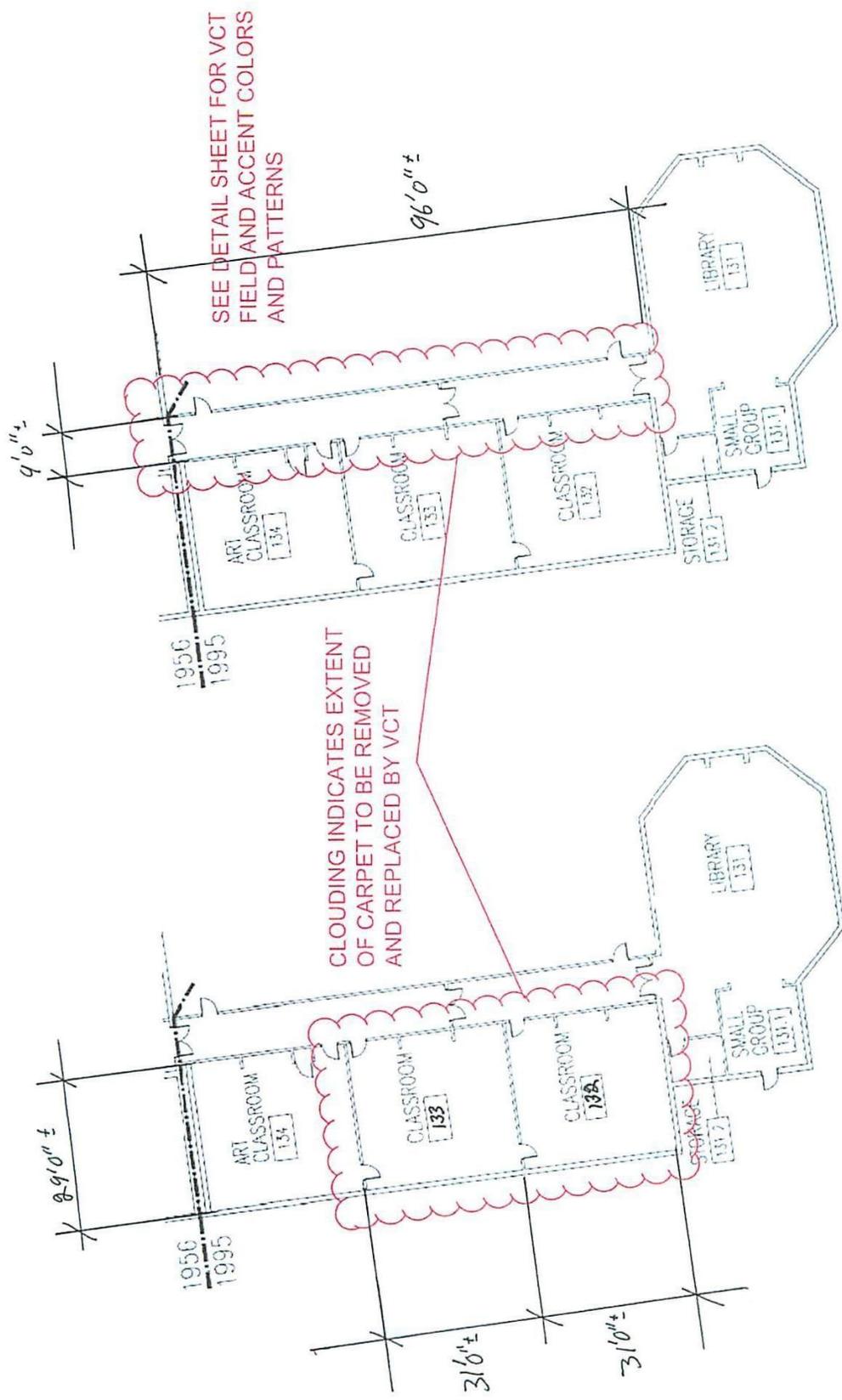


**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**

**HUNNEWELL ELEMENTARY SCHOOL**

**LOCATION PLAN**

No Scale



**NOTES:**

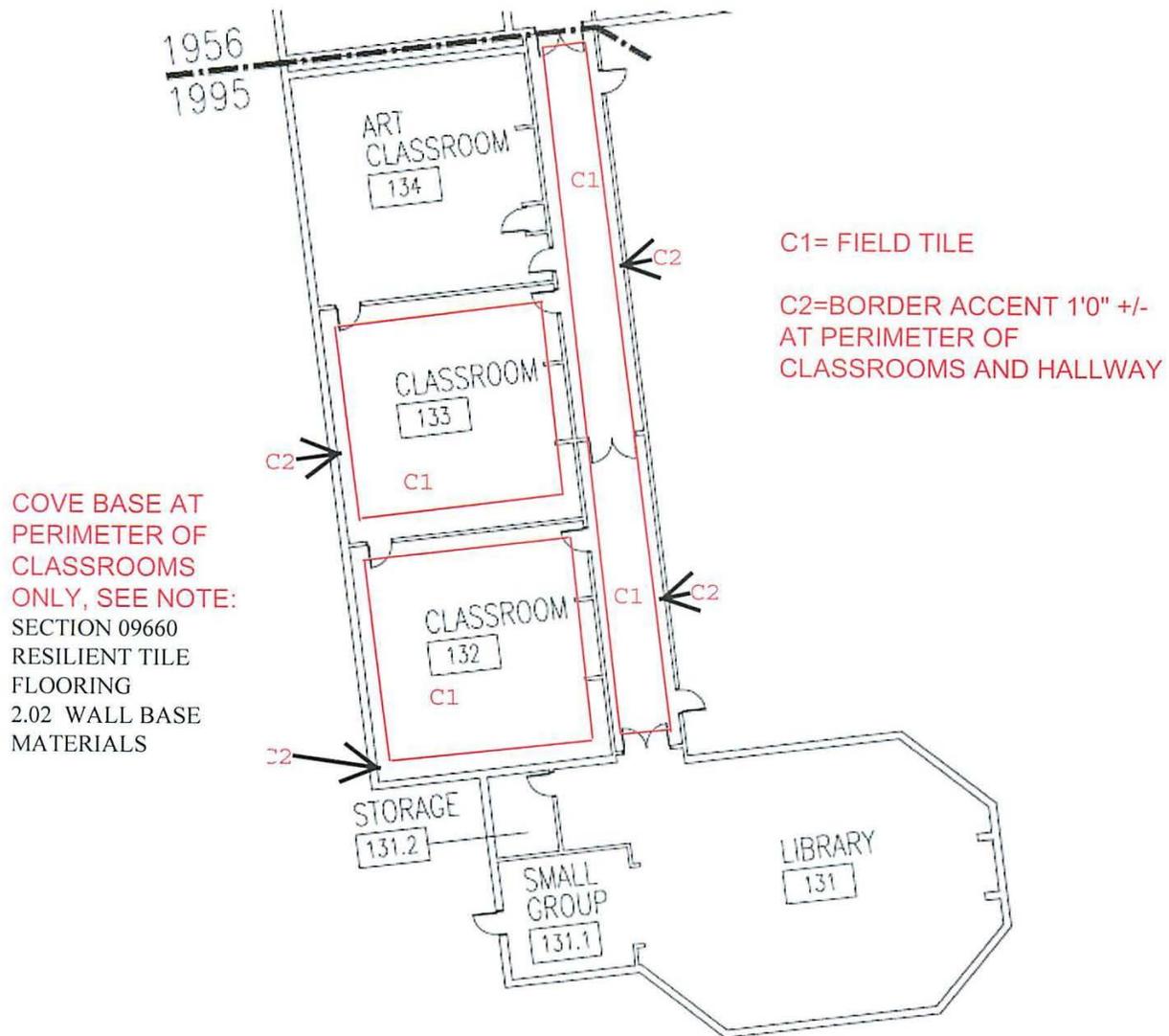
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2. Existing Covering is Carpeting to be Removed and Disposed

**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**

**HUNNEWELL ELEMENTARY SCHOOL**

**FLOOR PLAN: CLASSROOMS 132 AND 133 AND 1995 WING CORRIDOR**

No Scale



**NOTES:**

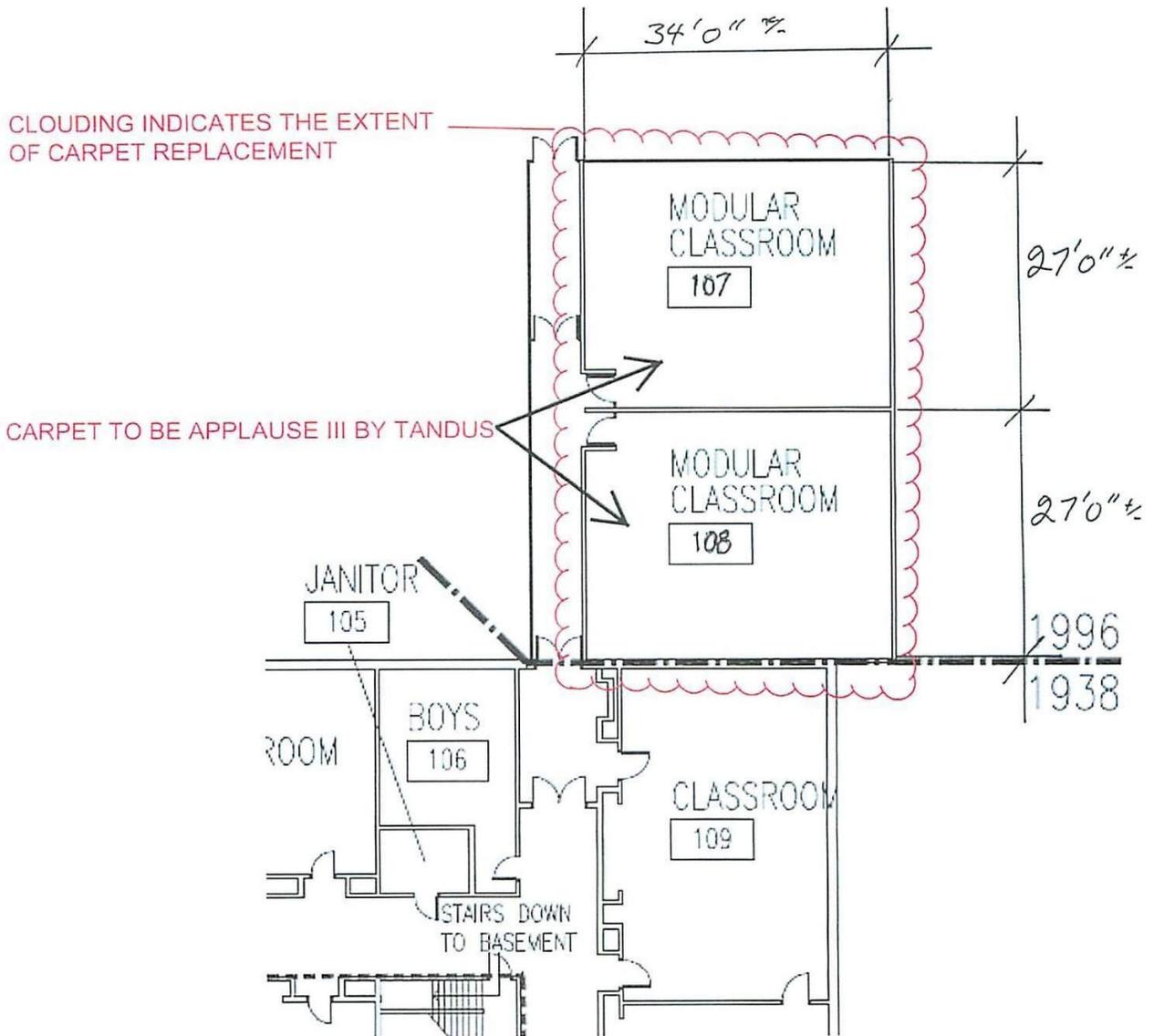
1. All Dimensions are Approximate, Field Verify
2. Existing Covering is Carpeting to be Removed and Disposed

**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**

**HUNNEWELL ELEMENTARY SCHOOL**

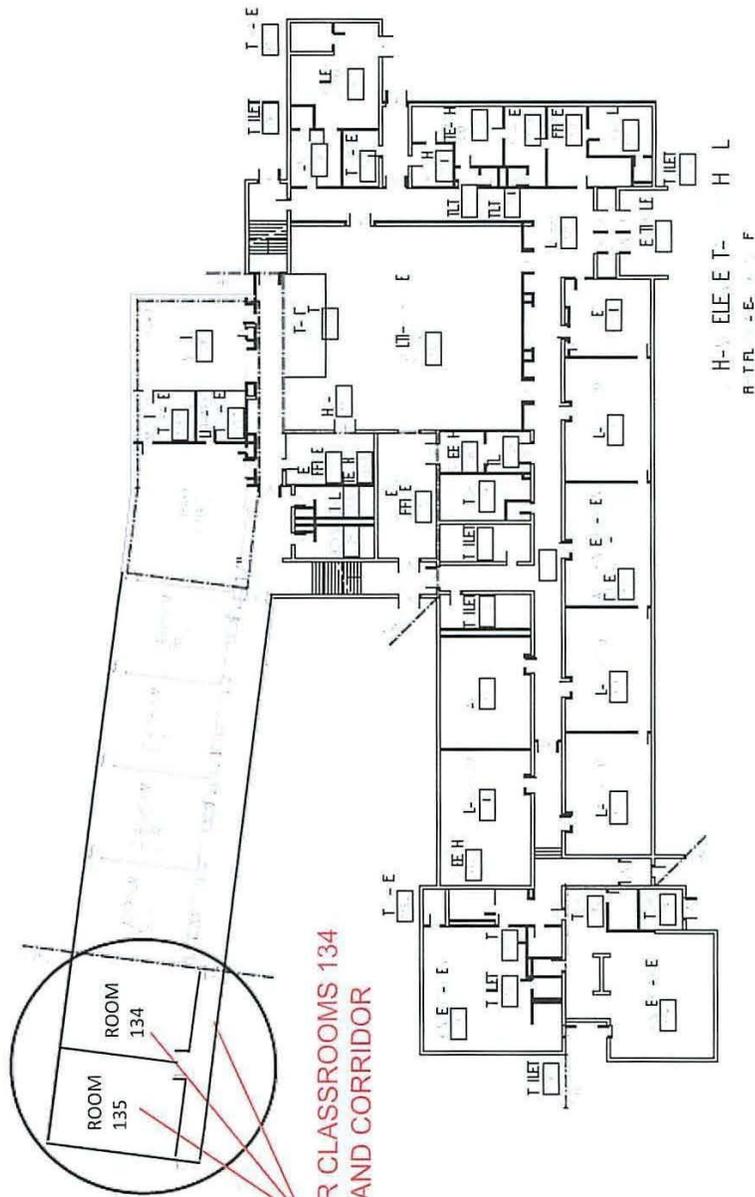
**FLOOR PLAN: VCT FIELD AND ACCENT COLORS DETAILS**

No Scale



**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**  
**HUNNEWELL ELEMENTARY SCHOOL**  
**FLOOR PLAN: CLASSROOMS 107 AND 108**

No Scale



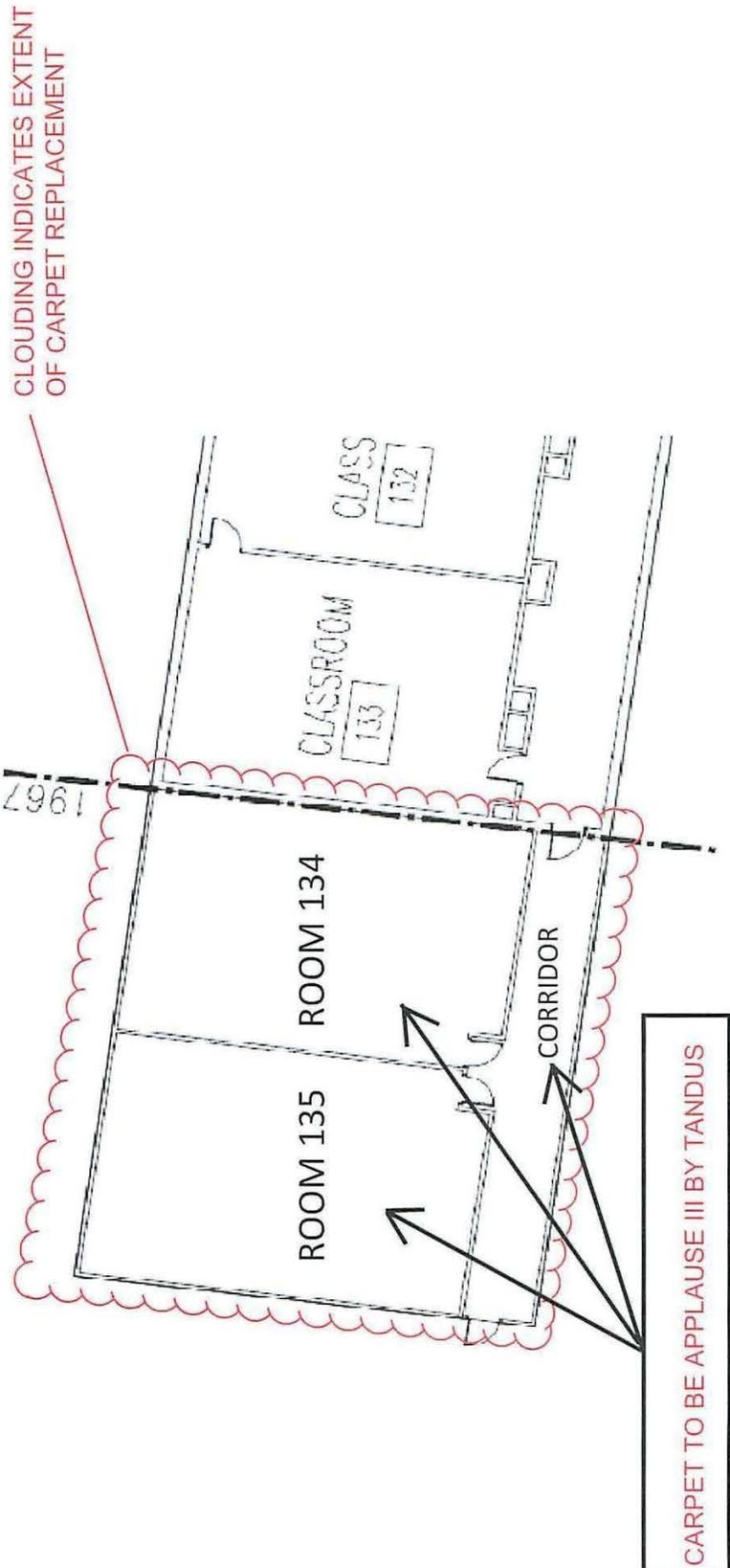
**MODULAR CLASSROOMS 134  
AND 135 AND CORRIDOR**

**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**

**UPHAM ELEMENTARY SCHOOL**

**LOCATION PLAN**

No Scale



**NOTES:**

1. All Dimensions are Approximate, Field Verify
2. Existing Covering is Carpeting to be Removed and Disposed

**SCHOOL FLOORING REPLACEMENT PROJECT-Contract WFMD-FY14-001**

**UPHAM ELEMENTARY SCHOOL**

**FLOOR PLAN: CLASSROOMS 134 AND 135 AND CORRIDOR**

No Scale