TOWN OF WELLESLEY

FACILITIES MAINTENANCE DEPARTMENT

CONTRACT FOR WELLESLEY SCHOOL DEPARTMENT

PROJECT MANUAL:

SCHOOL HVAC MAINTENANCE PROJECT

INVITATION FOR BID #WFMD-FY14-003

Pre-Bid Meeting: September 25, 2013 at 1:00 p.m.

Bid Opening Date: October 3, 2013 at 11:00 a.m.

Design Documents Prepare By:
Facilities Maintenance Department
Contact: Allen Hebert (508) 745-7057

September 18, 2013

Hans Larsen, Executive Director

PROJECT DIRECTORY

OWNER

Town of Wellesley
Facilities Maintenance Department
40 Kingsbury Street
Wellesley, MA 02481
Project Manager: Allen Hebert

LOCATIONS

Bates School
116 Elmwood Road
Wellesley, MA 02481

Fiske School
45 Hastings Street
Wellesley, MA 02481

Hardy School
293 Weston Road
Wellesley, MA 02482

Hunnewell School
28 Cameron Street
Wellesley, MA 02482

Preschool at Wellesley (PAWS)
63 Hastings Street
Wellesley, MA 02481

Schofield School
27 Cedar Street
Wellesley, MA 02481

Sprague School
401 School Street
Wellesley, MA 02482

Upham School
35 Wynnewood Road
Wellesley, MA 02481

Wellesley Middle School
50 Kingsbury Street
Wellesley, MA 02481

ARCHITECT
N/A – Design by FMD

TOWN OF WELLESLEY
PROJECT MANUAL TABLE OF CONTENTS
SCHOOL HVAC MAINTENANCE PROJECT

	No. Pages
Cover Page	1
Project Directory	1
Table of Contents	1
1. - Invitation for Bid	1
2. - Instructions to Bidders	3
3. - Bid Form	3
4. - Bidder's Qualification Forms	
▪ Bidder's Qualifications and References Form	2
▪ Certificate of Non-Collusion	1
▪ DCAM Certificate of Eligibility, Form CQ-7 (supplied by Bidder)	
▪ DCAM Update Statement, Form CQ-3 (supplied by Bidder)	
5. - Contract Forms (Informational only. Not required at time of bid submittal)	
▪ Town - Contractor Agreement	2
▪ Certificate of Authority - Corporate	1
▪ Certification of Tax Compliance	1
▪ Payment Bond	2
▪ Performance Bond	2
6. - General Conditions of the Contract	5
7. - Supplemental Conditions- Commonwealth of Massachusetts	6
8. - Special Conditions – Town of Wellesley	5
9. - Wage Rate Requirements	
▪ Department of Labor Minimum Wage Rates	1
▪ Prevailing Wages	37
▪ Notice to Awarding Authorities and Contractors	1
▪ Statement of Compliance	1
▪ Weekly Payroll Report Form	1
10. - Specifications	
▪ Section 230000: Servicing, Repair and Prevent. Maint. of HVAC Equipment	7
11. - Drawings	
▪ Drawing G-1: General Notes	1

END OF SECTION

TOWN OF WELLESLEY
FACILITIES MAINTENANCE DEPARTMENT
INVITATION FOR BID #WFMD-FY14-003

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

SCHOOL HVAC MAINTENANCE PROJECT

Mandatory Pre-bid meeting will be held on site at: 1:00 p.m., Wednesday, September 25, 2013, starting at the Main Office of the Wellesley Middle School, 50 Kingsbury Street, Wellesley, MA 02481

Bids will be received until: 11:00 a.m., Thursday, October 3, 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: Servicing, repair, and preventive maintenance of HVAC equipment and controls at nine school buildings. The estimated value of the project is $270,000. **Work shall be completed within 187 calendar days from the Notice to Proceed, but not later than May 2, 2014.**

Contract Documents will be available **online at the FMD's website:** http://wellesleyma.gov/Pages/WellesleyMA_Facilities/Bids or available for pickup at the Facilities Maintenance Department or after: **10:00 a.m., September 18, 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 categories of work for which the Bidder must certified is: **Energy Management and HVAC.**

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 Performance and Labor & Materials Payment Bond in the amount of 100% 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 (4.0%)**

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** and would like to make it known that your company has done so, email 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 addendum/a.

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
September 18, 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 constiute 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 Friday, September 27, 2013 by 4:00 p.m.

2.3 Interpretation, correction, or change in the Contract Documents will be made by addenda 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**

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-FY14-003**.

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. Please note that all bid submissions must include both the "Form for General Bid" and the "Itemized Form for General Bid"

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 disquality 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

9.1 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-FY14-003
SCHOOL HVAC MAINTENANCE PROJECT

TO THE AWARDING AUTHORITY:

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

SCHOOL HVAC MAINTENANCE PROJECT

in Wellesley, Massachusetts in accordance with the accompanying drawings and specifications for the itemized pricing 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 of Items # 1 through 3 on the Itemized Form for General Bid)

TOTAL Dollars in Words_____

COMPANY:_____

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

1) Bidder's Qualifications and References Form, 2 pages
2) Itemized Form for General Bid, 1 page
3) Certificate of Non-Collusion, 1 page
4) DCAM Certificate of Eligibility and Contractor Update Statement
5) Signed Bid Form, 2 pages
6) 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)

_____
(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.

TOWN OF WELLESLEY
FACILITIES MAINTENANCE DEPARTMENT
ITEMIZED FORM FOR GENERAL BID #WFMD-FY14-003
SCHOOL HVAC MAINTENANCE PROJECT

Bidder submits the following itemized pricing for the maintenance services described in the Project Manual.

All quantities shown below are estimates only of the Town's requirements during the contract term. The Town will direct the contractor to perform only that work which is actually required. The contractor will be compensated only for that work which is actually performed,

1. Standard Rate - (Specification Para. 1.4.F.1)
Standard Rate $/HR_____ x 2,200 HRS = $_____

2. Premium Rate - (Specification Para. 1.4.F.2)
Standard Rate $/HR_____ x 60 HRS = $_____

3. Materials - (Specification Para. 1.4.E.3)
The contractor shall furnish all materials (equipment, parts and supplies) required under this contract at the actual cost (wholesale) net price plus _____ percent (Markup):

$30,000 plus (_____ % x $30,000) = $_____
(Markup)

Grand Total (Items 1 + 2 + 3) = $_____

** Bidder must insert the Grand Total of Items Nos. 1 through 3 in the space provided in paragraph "C" of the Form for General Bid.

COMPANY:_____

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.

PROJECT NAME:_____
OWNER: _____
TOWN/STATE:_____
DOLLAR AMOUNT: $_____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: $_____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: $_____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: $_____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-FY14-003

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 HVAC MAINTENANCE 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 s**hall fully complete all work hereunder within the time (187 calendar days)** stated elsewhere in the contract documents. Contractor shall be substantially complete within 180 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:

$_____

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-FY14-003 issued by the Facilities Maintenance Department;

c. The Project Manual for SCHOOL HVAC MAINTENANCE 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

By_____

Print Name_____

Title_____

Date_____

Affix Corporate Seal Here

TOWN OF WELLESLEY

By_____
Facilities Director

Date_____

By _____
Chief Procurement Officer

Date _____

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 Director

Date_____

Approved as to Legal Form and Character

By_____
Town Counsel

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 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:_____

(Signature of **Clerk or Secretary**)*

7. Name:_____ *AFFIX CORPORATE SEAL HERE*

(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:_____ Date:_____

Corporate Officer
(Mandatory, if applicable)

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 <u>will not have a contract or other agreement issued, renewed, or extended</u>.

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 Obligee, 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.

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

_____ (Seal)
Principal

_____ (Seal)
Principal

_____ (Seal)
Principal

_____ (Seal)
Principal

_____ (Seal)
Surety

_____ (Seal)
Surety

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.

TOWN OF WELLESLEY, MASSACHUSETTS

PERFORMANCE 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 "Owner" or "Obligee" hereunder, 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 Obligee for construction of _____ _____, a copy of which contract 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 or its 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 contract, then this obligation shall be void; otherwise it shall remain in full force and virtue.

However, if and whenever the Principal shall be declared by the Owner to be in default under the said contract, the Surety shall promptly remedy the default, and promptly complete the contract in accordance with its terms and conditions. The Surety, for value received, hereby stipulated 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 specifications.

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

_____ (Seal)
Principal

_____ (Seal)
Principal

_____ (Seal)
Principal

_____ (Seal)
Principal

_____ (Seal)
Surety

_____ (Seal)
Surety

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

5.1 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 proposes 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

6.1 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

7.1 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

8.1 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 Contractors 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:

a. refuses or fails to supply enough properly skilled workers or proper materials;
b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
c. disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
e. 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

10.1 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

11.1 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:

a. employees on the Work and other persons who may be affected thereby;
b. 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
c. 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.

11.2 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 11.2 and 11.3, 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 occurence, Combined Single Limit with a $3,000,000 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, $3,000,000/aggregate. The Town should be named as an Additional Insured.

Worker's Compensation per M.G.L. c.l49, §34 and c. l52 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

13.1 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

14.1 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

15.1 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.

15.2 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

16.1 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

17.1 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.

17.2 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.

17.3 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

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

19.0 LIABILITY

19.1 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

20.1 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

21.1 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

Article 1 - Method of Paying Subcontractors
(MGL. C.30, s.39F) 26

Article 2 - Method of Paying General Contractors
(MGL. C.30, s.39K) 27

Article 3 - Claims for Unforeseen Conditions
(MGL. C.30, s.39N) 28

Article 4 - Claims for Delay
(MGL. C.30, s.390) 28

Article 5 - Decisions and Approvals by Engineer
or Architect
(MGL. C.30, s.39P) 29

Article 6 - Preference in Employment, Wages
(MGL. C.149, s.26) 29

Article 7 - Hours of Work
(MGL. C.149, s.34) 29

Article 8 - Work by Foreign Corporations
(MGL. C.30, s.39L) 30

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)

1.0 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 form 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)

1.0 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. 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 estabished 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:
   a. defective work not remedied;
   b. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
   c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
   d. reasonable evidence that the work cannot be completed for the unpaid balance of the contract cum;
   e. damage to the Owner or a separate contractor;
   f. 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
   h. 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 5:00 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.

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

a. 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

a. 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

a. The Contractor's attention is especially called to the fact that continuous operation of building utilties 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, electriTown, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the Town before proceeding.

D. Care of Work

a. 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

a. 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 Contracotr shall pay for such costs

15.0WARRANTY

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

DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Town of Wellesley FMD

Contract Number: WFMD-FY14-003 **City/Town:** WELLESLEY

Description of Work: Work under this contract shall consist of: Servicing, repair, and preventive work of HVAC equipment and controls at nine (9) school buildings.

Job Location: 50 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 working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. 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: 09/10/2013 **Wage Request Number:** 20130910-010

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.45	$8.91	$8.00	$0.00	$47.36
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.52	$8.91	$8.00	$0.00	$47.43
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.64	$9.07	$8.00	$0.00	$47.71
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$84.21	$9.80	$18.17	$0.00	$112.18
	08/01/2014	$87.36	$9.80	$18.17	$0.00	$115.33
	08/01/2015	$90.51	$9.80	$18.17	$0.00	$118.48
AIR TRACK OPERATOR *LABORERS - ZONE 2*	06/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	12/01/2013	$31.10	$7.10	$11.80	$0.00	$50.00
	06/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	12/01/2014	$32.10	$7.10	$11.80	$0.00	$51.00
	06/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	12/01/2015	$33.10	$7.10	$11.80	$0.00	$52.00
	06/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50
	12/01/2016	$34.35	$7.10	$11.80	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	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 *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 2*	06/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	12/01/2013	$31.10	$7.10	$11.80	$0.00	$50.00
	06/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	12/01/2014	$32.10	$7.10	$11.80	$0.00	$51.00
	06/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	12/01/2015	$33.10	$7.10	$11.80	$0.00	$52.00
	06/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50
	12/01/2016	$34.35	$7.10	$11.80	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (NEWTON)*	08/01/2013	$48.06	$10.18	$18.15	$0.00	$76.39
	02/01/2014	$48.62	$10.18	$18.15	$0.00	$76.95
	08/01/2014	$49.52	$10.18	$18.22	$0.00	$77.92
	02/01/2015	$50.08	$10.18	$18.22	$0.00	$78.48
	08/01/2015	$50.98	$10.18	$18.29	$0.00	$79.45
	02/01/2016	$51.55	$10.18	$18.29	$0.00	$80.02
	08/01/2016	$52.45	$10.18	$18.37	$0.00	$81.00
	02/01/2017	$53.02	$10.18	$18.37	$0.00	$81.57

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.03	$10.18	$18.15	$0.00	$52.36
2	60	$28.84	$10.18	$18.15	$0.00	$57.17
3	70	$33.64	$10.18	$18.15	$0.00	$61.97
4	80	$38.45	$10.18	$18.15	$0.00	$66.78
5	90	$43.25	$10.18	$18.15	$0.00	$71.58

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.31	$10.18	$18.15	$0.00	$52.64
2	60	$29.17	$10.18	$18.15	$0.00	$57.50
3	70	$34.03	$10.18	$18.15	$0.00	$62.36
4	80	$38.90	$10.18	$18.15	$0.00	$67.23
5	90	$43.76	$10.18	$18.15	$0.00	$72.09

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	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"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	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 *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	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 - 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

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.57	$9.80	$1.57	$0.00	$28.94
2	60	$21.08	$9.80	$1.57	$0.00	$32.45
3	70	$24.59	$9.80	$10.90	$0.00	$45.29
4	75	$26.35	$9.80	$10.90	$0.00	$47.05
5	80	$28.10	$9.80	$12.47	$0.00	$50.37
6	80	$28.10	$9.80	$12.47	$0.00	$50.37
7	90	$31.62	$9.80	$14.04	$0.00	$55.46
8	90	$31.62	$9.80	$14.04	$0.00	$55.46

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEWTON)*	07/01/2013	$42.68	$10.90	$18.71	$1.30	$73.59
	01/01/2014	$43.60	$10.90	$18.71	$1.30	$74.51
	07/01/2014	$44.20	$10.90	$18.71	$1.30	$75.11
	01/01/2015	$45.14	$10.90	$18.71	$1.30	$76.05
	07/01/2015	$45.72	$10.90	$18.71	$1.30	$76.63
	01/01/2016	$46.64	$10.90	$18.71	$1.30	$77.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)*

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.34	$10.90	$12.21	$1.30	$45.75
2	60	$25.61	$10.90	$13.71	$1.30	$51.52
3	65	$27.74	$10.90	$14.71	$1.30	$54.65
4	70	$29.88	$10.90	$15.71	$1.30	$57.79
5	75	$32.01	$10.90	$16.71	$1.30	$60.92
6	80	$34.14	$10.90	$17.71	$1.30	$64.05
7	90	$38.41	$10.90	$18.71	$1.30	$69.32

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.80	$10.90	$12.21	$1.30	$46.21
2	60	$26.16	$10.90	$13.71	$1.30	$52.07
3	65	$28.34	$10.90	$14.71	$1.30	$55.25
4	70	$30.52	$10.90	$15.71	$1.30	$58.43
5	75	$32.70	$10.90	$16.71	$1.30	$61.61
6	80	$34.88	$10.90	$17.71	$1.30	$64.79
7	90	$39.24	$10.90	$18.71	$1.30	$70.15

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$41.34	$10.00	$13.55	$0.00	$64.89
	12/01/2013	$42.12	$10.00	$13.55	$0.00	$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$28.19	$10.00	$13.55	$0.00	$51.74
	12/01/2013	$28.74	$10.00	$13.55	$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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2011	$31.80	$7.10	$12.45	$0.00	$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2011	$32.80	$7.10	$12.45	$0.00	$52.35
DEMO: BURNERS *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2011	$32.55	$7.10	$12.45	$0.00	$52.10
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2011	$32.80	$7.10	$12.45	$0.00	$52.35
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2011	$32.55	$7.10	$12.45	$0.00	$52.10
DEMO: WRECKING LABORER *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2011	$31.80	$7.10	$12.45	$0.00	$51.35
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4* For apprentice rates see "Apprentice- OPERATING ENGINEERS"	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$56.14	$9.80	$18.17	$0.00	$84.11
	08/01/2014	$58.24	$9.80	$18.17	$0.00	$86.21
	08/01/2015	$60.34	$9.80	$18.17	$0.00	$88.31
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$40.10	$9.80	$18.17	$0.00	$68.07
	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$60.15	$9.80	$18.17	$0.00	$88.12
	08/01/2014	$62.40	$9.80	$18.17	$0.00	$90.37
	08/01/2015	$64.65	$9.80	$18.17	$0.00	$92.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$84.21	$9.80	$18.17	$0.00	$112.18
	08/01/2014	$87.36	$9.80	$18.17	$0.00	$115.33
	08/01/2015	$90.51	$9.80	$18.17	$0.00	$118.48
DRAWBRIDGE OPERATOR (Construction) *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.58	$13.00	$0.53	$0.00	$31.11
2	40	$17.58	$13.00	$0.53	$0.00	$31.11
3	45	$19.78	$13.00	$10.78	$0.00	$43.56
4	45	$19.78	$13.00	$10.78	$0.00	$43.56
5	50	$21.98	$13.00	$11.11	$0.00	$46.09
6	55	$24.18	$13.00	$11.45	$0.00	$48.63
7	60	$26.38	$13.00	$11.77	$0.00	$51.15
8	65	$28.57	$13.00	$12.11	$0.00	$53.68
9	70	$30.77	$13.00	$12.43	$0.00	$56.20
10	75	$32.97	$13.00	$12.77	$0.00	$58.74

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.78	$13.00	$0.53	$0.00	$31.31
2	40	$17.78	$13.00	$0.53	$0.00	$31.31
3	45	$20.00	$13.00	$11.04	$0.00	$44.04
4	45	$20.00	$13.00	$11.04	$0.00	$44.04
5	50	$22.23	$13.00	$11.37	$0.00	$46.60
6	55	$24.45	$13.00	$11.70	$0.00	$49.15
7	60	$26.67	$13.00	$12.03	$0.00	$51.70
8	65	$28.89	$13.00	$12.37	$0.00	$54.26
9	70	$31.12	$13.00	$12.69	$0.00	$56.81
10	75	$33.34	$13.00	$13.03	$0.00	$59.37

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

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 *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2012	$38.59	$8.78	$6.96	$0.00	$54.33
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2013	$38.50	$10.00	$13.02	$0.00	$61.52
	11/01/2013	$39.26	$10.00	$13.02	$0.00	$62.28
	05/01/2014	$40.03	$10.00	$13.02	$0.00	$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2013	$39.91	$10.00	$13.02	$0.00	$62.93
	11/01/2013	$40.68	$10.00	$13.02	$0.00	$63.70
	05/01/2014	$41.45	$10.00	$13.02	$0.00	$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2013	$21.17	$10.00	$13.02	$0.00	$44.19
	11/01/2013	$21.63	$10.00	$13.02	$0.00	$44.65
	05/01/2014	$22.08	$10.00	$13.02	$0.00	$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	09/01/2013	$32.97	$13.00	$12.77	$0.00	$58.74
	03/01/2014	$33.44	$13.00	$13.03	$0.00	$59.47
	09/01/2014	$33.84	$13.00	$13.05	$0.00	$59.89
	03/01/2015	$34.38	$13.00	$13.06	$0.00	$60.44
	09/01/2015	$35.10	$13.00	$13.08	$0.00	$61.18
	03/01/2016	$35.81	$13.00	$13.10	$0.00	$61.91
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$33.73	$10.00	$13.55	$0.00	$57.28
	12/01/2013	$34.39	$10.00	$13.55	$0.00	$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	06/01/2013	$20.50	$7.10	$11.80	$0.00	$39.40
	12/01/2013	$20.50	$7.10	$11.80	$0.00	$39.40
	06/01/2014	$20.50	$7.10	$11.80	$0.00	$39.40
	12/01/2014	$20.50	$7.10	$11.80	$0.00	$39.40
	06/01/2015	$20.50	$7.10	$11.80	$0.00	$39.40
	12/01/2015	$20.50	$7.10	$11.80	$0.00	$39.40
	06/01/2016	$20.50	$7.10	$11.80	$0.00	$39.40
	12/01/2016	$20.50	$7.10	$11.80	$0.00	$39.40
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE 1*	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

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

Effective Date - 03/01/2014

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 *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$28.19	$10.00	$13.55	$0.00	$51.74
	12/01/2013	$28.74	$10.00	$13.55	$0.00	$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	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 *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$22.19	$10.00	$0.00	$0.00	$32.19
2	60	$24.20	$10.00	$13.55	$0.00	$47.75
3	65	$26.22	$10.00	$13.55	$0.00	$49.77
4	70	$28.24	$10.00	$13.55	$0.00	$51.79
5	75	$30.26	$10.00	$13.55	$0.00	$53.81
6	80	$32.27	$10.00	$13.55	$0.00	$55.82
7	85	$34.29	$10.00	$13.55	$0.00	$57.84
8	90	$36.31	$10.00	$13.55	$0.00	$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$22.62	$10.00	$0.00	$0.00	$32.62
2	60	$24.67	$10.00	$13.55	$0.00	$48.22
3	65	$26.73	$10.00	$13.55	$0.00	$50.28
4	70	$28.78	$10.00	$13.55	$0.00	$52.33
5	75	$30.84	$10.00	$13.55	$0.00	$54.39
6	80	$32.90	$10.00	$13.55	$0.00	$56.45
7	85	$34.95	$10.00	$13.55	$0.00	$58.50
8	90	$37.01	$10.00	$13.55	$0.00	$60.56

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	09/01/2013	$42.35	$9.82	$19.08	$2.14	$73.39
	02/01/2014	$43.20	$9.82	$19.08	$2.14	$74.24
	08/01/2014	$44.05	$9.82	$19.08	$2.14	$75.09
	02/01/2015	$44.95	$9.82	$19.08	$2.14	$75.99
	08/01/2015	$45.95	$9.82	$19.08	$2.14	$76.99
	02/01/2016	$46.95	$9.82	$19.08	$2.14	$77.99
	08/01/2016	$48.10	$9.82	$19.08	$2.14	$79.14
	02/01/2017	$49.20	$9.82	$19.08	$2.14	$80.24
	08/01/2017	$50.30	$9.82	$19.08	$2.14	$81.34
	02/01/2018	$51.45	$9.82	$19.08	$2.14	$82.49

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	09/01/2013	$43.96	$13.00	$14.42	$0.00	$71.38
	03/01/2014	$44.45	$13.00	$14.68	$0.00	$72.13
	09/01/2014	$45.12	$13.00	$14.70	$0.00	$72.82
	03/01/2015	$45.84	$13.00	$14.72	$0.00	$73.56
	09/01/2015	$46.80	$13.00	$14.75	$0.00	$74.55
	03/01/2016	$47.75	$13.00	$14.78	$0.00	$75.53

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	09/01/2013	$42.35	$9.82	$19.08	$2.14	$73.39
	02/01/2014	$43.20	$9.82	$19.08	$2.14	$74.24
	08/01/2014	$44.05	$9.82	$19.08	$2.14	$75.09
	02/01/2015	$44.95	$9.82	$19.08	$2.14	$75.99
	08/01/2015	$45.95	$9.82	$19.08	$2.14	$76.99
	02/01/2016	$46.95	$9.82	$19.08	$2.14	$77.99
	08/01/2016	$48.10	$9.82	$19.08	$2.14	$79.14
	02/01/2017	$49.20	$9.82	$19.08	$2.14	$80.24
	08/01/2017	$50.30	$9.82	$19.08	$2.14	$81.34
	02/01/2018	$51.45	$9.82	$19.08	$2.14	$82.49
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
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 2*	06/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	12/01/2013	$31.10	$7.10	$11.80	$0.00	$50.00
	06/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	12/01/2014	$32.10	$7.10	$11.80	$0.00	$51.00
	06/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	12/01/2015	$33.10	$7.10	$11.80	$0.00	$52.00
	06/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50
	12/01/2016	$34.35	$7.10	$11.80	$0.00	$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (BOSTON)*	09/01/2013	$42.11	$10.95	$12.10	$0.00	$65.16
	09/01/2014	$44.11	$10.95	$12.10	$0.00	$67.16

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.06	$10.95	$9.00	$0.00	$41.01
2	60	$25.27	$10.95	$9.62	$0.00	$45.84
3	70	$29.48	$10.95	$10.24	$0.00	$50.67
4	80	$33.69	$10.95	$10.86	$0.00	$55.50

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.06	$10.95	$9.00	$0.00	$42.01
2	60	$26.47	$10.95	$9.62	$0.00	$47.04
3	70	$30.88	$10.95	$10.24	$0.00	$52.07
4	80	$35.29	$10.95	$10.86	$0.00	$57.10

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
	09/16/2013	$40.85	$7.70	$18.60	$0.00	$67.15

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*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER *LABORERS - ZONE 2*	06/01/2013	$29.85	$7.10	$11.80	$0.00	$48.75
	12/01/2013	$30.35	$7.10	$11.80	$0.00	$49.25
	06/01/2014	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2014	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2015	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2015	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2016	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50

Apprentice - *LABORER - Zone 2*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$17.91	$7.10	$11.80	$0.00	$36.81
2	70	$20.90	$7.10	$11.80	$0.00	$39.80
3	80	$23.88	$7.10	$11.80	$0.00	$42.78
4	90	$26.87	$7.10	$11.80	$0.00	$45.77

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.21	$7.10	$11.80	$0.00	$37.11
2	70	$21.25	$7.10	$11.80	$0.00	$40.15
3	80	$24.28	$7.10	$11.80	$0.00	$43.18
4	90	$27.32	$7.10	$11.80	$0.00	$46.22

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 2*	06/01/2013	$29.85	$7.10	$11.80	$0.00	$48.75
	12/01/2013	$30.35	$7.10	$11.80	$0.00	$49.25
	06/01/2014	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2014	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2015	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2015	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2016	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 2*	06/01/2013	$29.85	$7.10	$11.80	$0.00	$48.75
	12/01/2013	$30.35	$7.10	$11.80	$0.00	$49.25
	06/01/2014	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2014	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2015	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2015	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2016	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 2*	12/01/2011	$29.35	$7.10	$11.55	$0.00	$48.00
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 2*	06/01/2013	$29.85	$7.10	$11.80	$0.00	$48.75
	12/01/2013	$30.35	$7.10	$11.80	$0.00	$49.25
	06/01/2014	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2014	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2015	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2015	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2016	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 2*	06/01/2013	$29.85	$7.10	$11.80	$0.00	$48.75
	12/01/2013	$30.35	$7.10	$11.80	$0.00	$49.25
	06/01/2014	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2014	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2015	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2015	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2016	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2016	$33.60	$7.10	$11.80	$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 *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2013	$36.66	$10.18	$16.83	$0.00	$63.67
	02/01/2014	$37.11	$10.18	$16.83	$0.00	$64.12
	08/01/2014	$37.82	$10.18	$16.90	$0.00	$64.90
	02/01/2015	$38.27	$10.18	$16.90	$0.00	$65.35
	08/01/2015	$38.98	$10.18	$16.97	$0.00	$66.13
	02/01/2016	$39.43	$10.18	$16.97	$0.00	$66.58
	08/01/2016	$40.13	$10.18	$17.05	$0.00	$67.36
	02/01/2017	$40.59	$10.18	$17.05	$0.00	$67.82

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

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.33	$10.18	$16.83	$0.00	$45.34
2	60	$22.00	$10.18	$16.83	$0.00	$49.01
3	70	$25.66	$10.18	$16.83	$0.00	$52.67
4	80	$29.33	$10.18	$16.83	$0.00	$56.34
5	90	$32.99	$10.18	$16.83	$0.00	$60.00

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.56	$10.18	$16.83	$0.00	$45.57
2	60	$22.27	$10.18	$16.83	$0.00	$49.28
3	70	$25.98	$10.18	$16.83	$0.00	$52.99
4	80	$29.69	$10.18	$16.83	$0.00	$56.70
5	90	$33.40	$10.18	$16.83	$0.00	$60.41

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2013	$48.10	$10.18	$18.15	$0.00	$76.43
	02/01/2014	$48.66	$10.18	$18.15	$0.00	$76.99
	08/01/2014	$49.56	$10.18	$18.22	$0.00	$77.96
	02/01/2015	$50.12	$10.18	$18.22	$0.00	$78.52
	08/01/2015	$51.02	$10.18	$18.29	$0.00	$79.49
	02/01/2016	$51.59	$10.18	$18.29	$0.00	$80.06
	08/01/2016	$52.49	$10.18	$18.37	$0.00	$81.04
	02/01/2017	$53.06	$10.18	$18.37	$0.00	$81.61

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.05	$10.18	$18.15	$0.00	$52.38
2	60	$28.86	$10.18	$18.15	$0.00	$57.19
3	70	$33.67	$10.18	$18.15	$0.00	$62.00
4	80	$38.48	$10.18	$18.15	$0.00	$66.81
5	90	$43.29	$10.18	$18.15	$0.00	$71.62

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.33	$10.18	$18.15	$0.00	$52.66
2	60	$29.20	$10.18	$18.15	$0.00	$57.53
3	70	$34.06	$10.18	$18.15	$0.00	$62.39
4	80	$38.93	$10.18	$18.15	$0.00	$67.26
5	90	$43.79	$10.18	$18.15	$0.00	$72.12

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) *MILLWRIGHTS LOCAL 1121 - Zone 1*	04/01/2013	$34.68	$9.80	$15.76	$0.00	$60.24
	10/01/2013	$35.45	$9.80	$15.76	$0.00	$61.01
	04/01/2014	$36.23	$9.80	$15.76	$0.00	$61.79
	10/01/2014	$37.18	$9.80	$15.76	$0.00	$62.74
	04/01/2015	$38.14	$9.80	$15.76	$0.00	$63.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*

Effective Date - 04/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$19.07	$9.80	$4.32	$0.00	$33.19
2	65	$22.54	$9.80	$13.01	$0.00	$45.35
3	75	$26.01	$9.80	$13.80	$0.00	$49.61
4	85	$29.48	$9.80	$14.58	$0.00	$53.86

Effective Date - 10/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$19.50	$9.80	$4.32	$0.00	$33.62
2	65	$23.04	$9.80	$13.01	$0.00	$45.85
3	75	$26.59	$9.80	$13.80	$0.00	$50.19
4	85	$30.13	$9.80	$14.58	$0.00	$54.51

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$21.17	$10.00	$13.55	$0.00	$44.72
	12/01/2013	$21.59	$10.00	$13.55	$0.00	$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$24.57	$10.00	$13.55	$0.00	$48.12
	12/01/2013	$25.06	$10.00	$13.55	$0.00	$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$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

* 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) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2013	$33.97	$7.80	$15.60	$0.00	$57.37

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) *LABORERS - ZONE 2*	06/01/2013	$29.85	$7.10	$11.80	$0.00	$48.75
	12/01/2013	$30.35	$7.10	$11.80	$0.00	$49.25
	06/01/2014	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2014	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2015	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2015	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2016	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2016	$33.60	$7.10	$11.80	$0.00	$52.50
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	01/01/2013	$34.51	$7.80	$15.60	$0.00	$57.91

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2013	$32.57	$7.80	$15.60	$0.00	$55.97

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)*	08/01/2013	$40.10	$9.80	$18.17	$0.00	$68.07
	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2013	$40.10	$9.80	$18.17	$0.00	$68.07
	08/01/2014	$41.60	$9.80	$18.17	$0.00	$69.57
	08/01/2015	$43.10	$9.80	$18.17	$0.00	$71.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 1*

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.05	$9.80	$18.17	$0.00	$48.02
2	60	$24.06	$9.80	$18.17	$0.00	$52.03
3	70	$28.07	$9.80	$18.17	$0.00	$56.04
4	75	$30.08	$9.80	$18.17	$0.00	$58.05
5	80	$32.08	$9.80	$18.17	$0.00	$60.05
6	80	$32.08	$9.80	$18.17	$0.00	$60.05
7	90	$36.09	$9.80	$18.17	$0.00	$64.06
8	90	$36.09	$9.80	$18.17	$0.00	$64.06

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.80	$9.80	$18.17	$0.00	$48.77
2	60	$24.96	$9.80	$18.17	$0.00	$52.93
3	70	$29.12	$9.80	$18.17	$0.00	$57.09
4	75	$31.20	$9.80	$18.17	$0.00	$59.17
5	80	$33.28	$9.80	$18.17	$0.00	$61.25
6	80	$33.28	$9.80	$18.17	$0.00	$61.25
7	90	$37.44	$9.80	$18.17	$0.00	$65.41
8	90	$37.44	$9.80	$18.17	$0.00	$65.41

Notes:

Apprentice to Journeyworker Ratio:1:3

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

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: **

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$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

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
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 2*	06/01/2013	$30.85	$7.10	$11.80	$0.00	$49.75
	12/01/2013	$31.35	$7.10	$11.80	$0.00	$50.25
	06/01/2014	$31.85	$7.10	$11.80	$0.00	$50.75
	12/01/2014	$32.35	$7.10	$11.80	$0.00	$51.25
	06/01/2015	$32.85	$7.10	$11.80	$0.00	$51.75
	12/01/2015	$33.35	$7.10	$11.80	$0.00	$52.25
	06/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
	12/01/2016	$34.60	$7.10	$11.80	$0.00	$53.50
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$28.19	$10.00	$13.55	$0.00	$51.74
	12/01/2013	$28.74	$10.00	$13.55	$0.00	$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25b*	05/01/2011	$28.03	$7.75	$5.91	$0.00	$41.69
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Residential Wood)*	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.*CARPENTERS -ZONE 2 (Residential Wood)*	05/01/2011	$24.24	$6.34	$6.23	$0.00	$36.81

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Apprentice - *CARPENTER (Residential Wood Frame) - Zone 2*

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$14.54	$6.34	$0.00	$0.00	$20.88
2	60	$14.54	$6.34	$6.23	$0.00	$27.11
3	65	$15.76	$6.34	$6.23	$0.00	$28.33
4	70	$16.97	$6.34	$6.23	$0.00	$29.54
5	75	$18.18	$6.34	$6.23	$0.00	$30.75
6	80	$19.39	$6.34	$6.23	$0.00	$31.96
7	85	$20.60	$6.34	$6.23	$0.00	$33.17
8	90	$21.82	$6.34	$6.23	$0.00	$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	08/01/2013	$38.31	$10.50	$10.70	$0.00	$59.51
	02/01/2014	$39.21	$10.50	$10.70	$0.00	$60.41
	08/01/2014	$40.11	$10.50	$10.70	$0.00	$61.31
	02/01/2015	$41.01	$10.50	$10.70	$0.00	$62.21
	08/01/2015	$41.91	$10.50	$10.70	$0.00	$63.11
	02/01/2016	$42.81	$10.50	$10.70	$0.00	$64.01

Apprentice - *ROOFER - Local 33*

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.16	$10.50	$3.38	$0.00	$33.04
2	60	$22.99	$10.50	$10.70	$0.00	$44.19
3	65	$24.90	$10.50	$10.70	$0.00	$46.10
4	75	$28.73	$10.50	$10.70	$0.00	$49.93
5	85	$32.56	$10.50	$10.70	$0.00	$53.76

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.61	$10.50	$3.38	$0.00	$33.49
2	60	$23.53	$10.50	$10.70	$0.00	$44.73
3	65	$25.49	$10.50	$10.70	$0.00	$46.69
4	75	$29.41	$10.50	$10.70	$0.00	$50.61
5	85	$33.33	$10.50	$10.70	$0.00	$54.53

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 *ROOFERS LOCAL 33*	08/01/2013	$38.56	$10.50	$10.70	$0.00	$59.76
	02/01/2014	$39.46	$10.50	$10.70	$0.00	$60.66
	08/01/2014	$40.36	$10.50	$10.70	$0.00	$61.56
	02/01/2015	$41.26	$10.50	$10.70	$0.00	$62.46
	08/01/2015	$42.16	$10.50	$10.70	$0.00	$63.36
	02/01/2016	$43.06	$10.50	$10.70	$0.00	$64.26
For apprentice rates see "Apprentice- ROOFER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	09/01/2013	$42.35	$9.82	$19.08	$2.14	$73.39
	02/01/2014	$43.20	$9.82	$19.08	$2.14	$74.24
	08/01/2014	$44.05	$9.82	$19.08	$2.14	$75.09
	02/01/2015	$44.95	$9.82	$19.08	$2.14	$75.99
	08/01/2015	$45.95	$9.82	$19.08	$2.14	$76.99
	02/01/2016	$46.95	$9.82	$19.08	$2.14	$77.99
	08/01/2016	$48.10	$9.82	$19.08	$2.14	$79.14
	02/01/2017	$49.20	$9.82	$19.08	$2.14	$80.24
	08/01/2017	$50.30	$9.82	$19.08	$2.14	$81.34
	02/01/2018	$51.45	$9.82	$19.08	$2.14	$82.49

Apprentice - *SHEET METAL WORKER - Local 17-A*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$16.94	$9.82	$4.82	$0.00	$31.58
2	40	$16.94	$9.82	$4.82	$0.00	$31.58
3	45	$19.06	$9.82	$8.45	$1.12	$38.45
4	45	$19.06	$9.82	$8.45	$1.12	$38.45
5	50	$21.18	$9.82	$9.24	$1.21	$41.45
6	50	$21.18	$9.82	$9.49	$1.21	$41.70
7	60	$25.41	$9.82	$10.80	$1.38	$47.41
8	65	$27.53	$9.82	$11.59	$1.47	$50.41
9	75	$31.76	$9.82	$13.16	$1.64	$56.38
10	85	$36.00	$9.82	$14.23	$1.80	$61.85

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.28	$9.82	$4.82	$0.00	$31.92
2	40	$17.28	$9.82	$4.82	$0.00	$31.92
3	45	$19.44	$9.82	$8.45	$1.12	$38.83
4	45	$19.44	$9.82	$8.45	$1.12	$38.83
5	50	$21.60	$9.82	$9.24	$1.21	$41.87
6	50	$21.60	$9.82	$9.49	$1.21	$42.12
7	60	$25.92	$9.82	$10.80	$1.38	$47.92
8	65	$28.08	$9.82	$11.59	$1.47	$50.96
9	75	$32.40	$9.82	$13.16	$1.64	$57.02
10	85	$36.72	$9.82	$14.23	$1.80	$62.57

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SIGN ERECTOR - Local 35 Zone 2*

Effective Date - 06/01/2013

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.74	$8.91	$8.00	$0.00	$47.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$31.03	$8.91	$8.00	$0.00	$47.94
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550 - (Section A)*	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 *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Issue Date: 09/10/2013 **Wage Request Number:** 20130910-010 **Page 31 of 37**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	09/01/2013	$32.97	$13.00	$12.77	$0.00	$58.74
	03/01/2014	$33.44	$13.00	$13.03	$0.00	$59.47
	09/01/2014	$33.84	$13.00	$13.05	$0.00	$59.89
	03/01/2015	$34.38	$13.00	$13.06	$0.00	$60.44
	09/01/2015	$35.10	$13.00	$13.08	$0.00	$61.18
	03/01/2016	$35.81	$13.00	$13.10	$0.00	$61.91

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.19	$13.00	$0.40	$0.00	$26.59
2	40	$13.19	$13.00	$0.40	$0.00	$26.59
3	45	$14.84	$13.00	$10.04	$0.00	$37.88
4	45	$14.84	$13.00	$10.04	$0.00	$37.88
5	50	$16.49	$13.00	$10.29	$0.00	$39.78
6	55	$18.13	$13.00	$10.53	$0.00	$41.66
7	60	$19.78	$13.00	$10.78	$0.00	$43.56
8	65	$21.43	$13.00	$11.03	$0.00	$45.46
9	70	$23.08	$13.00	$11.28	$0.00	$47.36
10	75	$24.73	$13.00	$11.53	$0.00	$49.26

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$13.38	$13.00	$0.40	$0.00	$26.78
2	40	$13.38	$13.00	$0.40	$0.00	$26.78
3	45	$15.05	$13.00	$10.29	$0.00	$38.34
4	45	$15.05	$13.00	$10.29	$0.00	$38.34
5	50	$16.72	$13.00	$10.54	$0.00	$40.26
6	55	$18.39	$13.00	$10.79	$0.00	$42.18
7	60	$20.06	$13.00	$11.04	$0.00	$44.10
8	65	$21.74	$13.00	$11.29	$0.00	$46.03
9	70	$23.41	$13.00	$11.54	$0.00	$47.95
10	75	$25.08	$13.00	$11.79	$0.00	$49.87

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2013	$47.00	$10.18	$18.15	$0.00	$75.33
	02/01/2014	$47.56	$10.18	$18.15	$0.00	$75.89
	08/01/2014	$48.46	$10.18	$18.22	$0.00	$76.86
	02/01/2015	$49.02	$10.18	$18.22	$0.00	$77.42
	08/01/2015	$49.92	$10.18	$18.29	$0.00	$78.39
	02/01/2016	$50.49	$10.18	$18.29	$0.00	$78.96
	08/01/2016	$51.39	$10.18	$18.37	$0.00	$79.94
	02/01/2017	$51.96	$10.18	$18.37	$0.00	$80.51

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.50	$10.18	$18.15	$0.00	$51.83
2	60	$28.20	$10.18	$18.15	$0.00	$56.53
3	70	$32.90	$10.18	$18.15	$0.00	$61.23
4	80	$37.60	$10.18	$18.15	$0.00	$65.93
5	90	$42.30	$10.18	$18.15	$0.00	$70.63

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.78	$10.18	$18.15	$0.00	$52.11
2	60	$28.54	$10.18	$18.15	$0.00	$56.87
3	70	$33.29	$10.18	$18.15	$0.00	$61.62
4	80	$38.05	$10.18	$18.15	$0.00	$66.38
5	90	$42.80	$10.18	$18.15	$0.00	$71.13

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	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"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	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"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$39.96	$10.00	$13.55	$0.00	$63.51
	12/01/2013	$40.74	$10.00	$13.55	$0.00	$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$31.32	$8.91	$8.00	$0.00	$48.23
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	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
	12/01/2016	$50.83	$7.10	$13.00	$0.00	$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	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
	12/01/2016	$52.83	$7.10	$13.00	$0.00	$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	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
	12/01/2016	$42.90	$7.10	$13.00	$0.00	$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	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 *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.74	$8.91	$8.00	$0.00	$47.65
WAGON DRILL OPERATOR *LABORERS - ZONE 2*	06/01/2013	$30.10	$7.10	$11.80	$0.00	$49.00
	12/01/2013	$30.60	$7.10	$11.80	$0.00	$49.50
	06/01/2014	$31.10	$7.10	$11.80	$0.00	$50.00
	12/01/2014	$31.60	$7.10	$11.80	$0.00	$50.50
	06/01/2015	$32.10	$7.10	$11.80	$0.00	$51.00
	12/01/2015	$32.60	$7.10	$11.80	$0.00	$51.50
	06/01/2016	$33.10	$7.10	$11.80	$0.00	$52.00
	12/01/2016	$33.85	$7.10	$11.80	$0.00	$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2013	$40.34	$10.00	$13.55	$0.00	$63.89
	12/01/2013	$41.12	$10.00	$13.55	$0.00	$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	03/01/2013	$49.31	$9.32	$13.29	$0.00	$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/01/2013	$25.66	$8.70	$4.48	$0.00	$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/01/2013	$36.55	$8.70	$6.58	$0.00	$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/01/2013	$29.94	$8.70	$6.05	$0.00	$44.69
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/01/2013	$23.52	$8.70	$5.24	$0.00	$37.46
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class A CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	$36.35	$8.70	$9.43	$0.00	$54.48
EQUIPMENT OPERATOR (Class B CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	$32.08	$8.70	$6.59	$0.00	$47.37
GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	$23.52	$8.70	$3.72	$0.00	$35.94
GROUNDMAN -Inexperienced (<2000 Hrs.) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	$19.25	$8.70	$2.85	$0.00	$30.80
JOURNEYMAN LINEMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	09/01/2013	$42.77	$8.70	$11.78	$0.00	$63.25

Apprentice - *LINEMAN (Outside Electrical) - East Local 104*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$25.66	$8.70	$4.24	$0.00	$38.60
2	65	$27.80	$8.70	$4.71	$0.00	$41.21
3	70	$29.94	$8.70	$5.43	$0.00	$44.07
4	75	$32.08	$8.70	$6.16	$0.00	$46.94
5	80	$34.22	$8.70	$6.88	$0.00	$49.80
6	85	$36.35	$8.70	$7.62	$0.00	$52.67
7	90	$38.49	$8.70	$8.83	$0.00	$56.02

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	07/16/2012	$26.33	$4.18	$2.79	$0.00	$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	07/16/2012	$24.78	$4.18	$2.74	$0.00	$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	07/16/2012	$24.78	$4.18	$2.74	$0.00	$31.70
TREE TRIMMER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* This classification applies only to the trimming of branches on and around utility lines.	01/29/2012	$17.18	$3.37	$0.00	$0.00	$20.55
TREE TRIMMER GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* This classification applies only to the trimming of branches on and around utility lines.	01/29/2012	$15.15	$3.37	$0.00	$0.00	$18.52

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

1. 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.

2. 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.

3. 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

4. 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

1. 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.

2. 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.

3. 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.

4. 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)
_____ and that all mechanics and apprentices, teamsters, chauffeurs and laborers
(Building or project)
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, 5th FL., BOSTON, MA. 02108

END OF SECTION

WEEKLY PAYROLL REPORT FORM

Company Name:

Project Name:

Awarding Auth.:

Work Week Ending:

Prime Contractor

Subcontractor
List Prime Contractor:

Employer Signature:

Print Name & Title:

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
											(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		
		S	M	T	W	T	F	S							

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

SPECIFICATIONS
SECTION 230000

SERVICING, REPAIR, AND PREVENTIVE MAINTENANCE OF HVAC EQUIPMENT

PART 1 – GENERAL

DESCRIPTION

A. Goals and Intent:

1. The intent of this project is to improve ventilation and reliability of the existing heating, ventilation and air conditioning (HVAC) systems, including energy management controls (EMC). The goal is to assess major pieces of HVAC equipment and controls, and then service, repair or make preventive maintenance measures to improve the functionality of the equipment and systems such that they operate as closely as possible to their original conditions. Equipment age and conditions, and budget constraints will limit and define the level of service that will be performed.

B. Work Included:

1. Provide all labor, materials, equipment, transportation, and supervision necessary for the satisfactory servicing, repairing, installations and preventive maintenance of all HVAC equipment, and EMC systems at various school buildings, all as listed in these Specifications, as directed by the Facilities Maintenance Department (FMD) during the contract period.

C. Existing Conditions:

1. Bidders are required to attend the mandatory Pre-Bid Meeting as a condition for submitting a bid. This meeting provides an opportunity to become familiar with the project and site conditions. The Town will not accept bids from bidders that have not attended the Pre-Bid Meeting.

2. The successful bidders shall be responsible to make repairs to all equipment within the facilities shown in this section and other facilities as may be added during the course of this contract. Should a repair be requested that the successful bidder cannot accomplish, it will be the successful bidder's responsibility to coordinate with other contractors to have such repair done. The cost of such repair shall not exceed the rates as submitted on the bid form.

3. The following schools are included in this project:

School	***Address***	***Contact: Custodian and Phone***	***EMS Controls***	***Bldg. Size (GSF)***
Preschool	63 Hastings St.	Jim Burke/781-446-6222	Thermostat	9,072
Bates Elementary	116 Elmwood Rd.	Al Martignetti/781-446-6260	Metasys (DDC)	52,750
Fiske Elementary	45 Hastings St.	Chris Fogerty/781-446-6265	Pneumatic	70,700
Hardy Elementary	291 Weston Rd.	Fred Lavoie/781-446-6270	Pneumatic	45,900
Hunnewell Elementary	28 Cameron St.	Larry Pellegrini/781-446-6275	Pneumatic	36,400
Schofield Elementary	27 Cedar St.	Bob Hurley/781-446-6280	Pneumatic	43,500
Sprague Elementary	109 School St.	Scott Grady/781-263-1965	Metasys (DDC)	72,700
Upham Elementary	35 Wynnewood Rd.	Joe Smus/781-446-6285	Pneumatic	36,500
Middle School	50 Kingsbury St.	Mark Barisano/781-446-6250	Metasys (DDC)	228,700

1.1 QUALITY ASSURANCE

A. Qualifications of Contractor and Workmen:

1. This Contract will be awarded to a contractor whose primary business is HVAC and EMC system maintenance, repair, and service of equipment of the magnitude as covered under this Contract, and who has employees regularly under his employ who perform all required mechanical/electrical maintenance services and repair functions as required.

2. The contractor shall be a company which has been in business for a minimum of ten (10) years working on schools and municipal buildings providing service and repair on equipment similar in nature to that found in the buildings in this project – including both pneumatic and direct digital controls (DDC). Provide at least four (4) similar customers who can be used as references and submitted at the time of the bid. The contractor shall work in harmony with other contractors and the Owner's personnel.

3. All tradesmen working under this contract shall be qualified to service the equipment type under the contract as well as all associated pneumatic, electric, electronic and DDC and shall possess at least one of the following licenses as required by the work that they will be performing under this contact, through the Massachusetts Department of Public Safety or the Massachusetts Office of Consumer Affairs, Division of Professional Licensure: Pipefitter's License, Refrigeration Technician's License, Plumbing and Gas Fitter's License, Sheet Metal License and Electrician's License.

4. The contractor shall assign two teams of two tradesmen each, for a total of a minimum four (4) full-time tradesmen working on this project during the contract period.

5. All service personnel proposed to work on this project on School Department property are subject to a Criminal Offender Record Information (CORI) background check and must be approved by the owner.

B. Rejection:

1. In the acceptance or rejection of HVAC and EMC system maintenance, repair, and service operations and results, no allowance will be made for lack of skill on the part of the workmen.

C. Codes and Standards:

1. Comply with all applicable codes, standards and regulations.

D. Permits:

1. It shall be the responsibility of the contractor to obtain all permits and pay for all associated fees.

1.2 SUBMITTALS

A. Submit completed CORI applications.

B. List of employees proposed to work on the project and their qualifications and copy of tradesmen's licenses.

C. Proposed standard "Service Report" form.

D. Two copies of maintenance and operations manuals for any new equipment installed.

1.3 JOB CONDITIONS AND PROCEDURES

A. Scheduling:

1. The work shall be scheduled such that the three teams established for the project are working on three different schools at the same time, unless otherwise directed by the Town.

2. The Town's Project Manager or its designee will prepare an overall schedule showing all nine buildings and the planned order of work by building, along with the estimated amount of time planned for each. Planned order of work within each building will also be prepared by the Town.

3. All schedules are tentative and subject to change as directed by the Town based upon actual scope of work, priorities and funding.

B. Project Controls:

1. Town Project Manager: This person will be the contractor's point of contact during the project, and the person with the authority to provide direction to the Contractor on behalf of the Town. In his absence, a designated maintenance or custodial staff member shall be identified.

2. Contractor's Project Manager: This person will be the Town's point of contact during the project and will attend the project meetings.

3. Two documents will serves as primary controls for the work of this contract: a standard Service Report and a daily Sign-in/Sign-Out Sheet.

4. Service Reports: These reports shall be in a form acceptable to the Town and shall be completed and submitted at the end of each day by the crew working in each building. The forms shall include at a minimum:

    a. Building location, room name/number and date.
    b. Time of start and finish/hours worked by each tradesman.
    c. Number of tradesmen working.
    d. Brief description of work performed.
    e. List of equipment, parts and supplies used (indicate if rebuilt or new).
    f. Recommendations of outstanding deficiencies not addressed as part of work.
    g. Signature line for Contractor's representative.
    h. Signature line for Town's representative.

6. Sign-in/Sign-out Sheet: These reports shall be in a form acceptable to the Town and shall be completed and submitted at the end of each day by the crew working in each building.

C. Daily Procedures:

1. All of the Contractor's tradesmen must sign-in to the Sign-in/Sign-out Sheet when they arrive at the school and sign-out every time they leave or go on break, and they sign back in when resuming work.

2. All of the Contractor's tradesmen must sign-in to the Sign-in/Sign-out Sheet when they arrive at the school and sign-out every time they leave or go on break, and they sign back in when resuming work.

3. Contractor's tradesmen shall review the anticipated work for the day with the Town's Project Manager or designee.

4. Contractor questions or direction needed shall be addressed to the Town's Project Manager or designee during the day. The Project Manager will be available by cell phone.

5. At the end of each day, the work completed by the tradesmen in each crew shall be reviewed with the Project Manager or his designee, and shall be documented in a completed Service Report signed by representatives of both the Town and the Contractor.

D. Invoicing:

1. Monthly invoices shall be submitted by mail *for each building* for the work performed during the previous month. The invoice shall include a copy of the Service Reports signed by the Town representative and Certified Payroll. The invoices shall be mailed to:

    Town of Wellesley
    Facilities Maintenance Department
    Ms. Danielle Gariepy
    Financial Assistant
    40 Kingsbury Street
    Wellesley, MA 02481

2. Each invoice will be based on time and materials, labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Material (equipment, parts and supplies) used will be reflected on the invoice by quantity and unit costs including applicable markup over contractor's actual cost. Each invoice shall have a complete break-out of labor, materials and any other miscellaneous charges. Bill labor charges on the actual time used to perform the required Work while on site. Labor charges shall not be billed on a portal to portal basis. All charges for Project Manager, mileage, tolls, etc. shall be included within the hourly rate as submitted on the bid form.

E. Materials:

1. The Town reserves the right to direct purchase materials (equipment, parts and supplies) to be installed under this contract with a wholesale price of $1,000 or more, if it be in its best interest.

2. Replaced materials are to be left with the Town representative at the respective building, only when requested.

3. All materials purchased by contractor shall be priced at actual cost (wholesale) and show the as-bid markup to account for profit and associated overhead, including delivery. The bidders shall show the bid for materials markup cost on the bid form.

F. Contract Rates:

1. Standard Rate: The Standard Rate shall apply to any work that does not meet the criteria for Premium Rate. The Contractor shall perform routine repairs as directed by the Town during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form. Materials used during routine repairs will be reimbursed at Contractor's cost plus the contract mark-up.

2. Premium Rate: The Premium Rate shall apply to any repair, which the Town requests the Contractor to commence between 5:00 p.m. and 7:00 a.m. Monday through Friday, and anytime on Saturday, Sunday or a legal holiday The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Materials used during Premium Rate repairs will be reimbursed at Contractor's cost plus the contract markup.

PART 2 - PRODUCTS

2.1 REPAIR AND REPLACEMENT MATERIALS AND PRODUCTS

A. All repair and replacement materials used shall be first quality with preference given to replacement parts as manufactured by the original equipment manufacturer (OEM); use these parts whenever available and always when a manufacturer's warranty still in effect would otherwise be voided.

B. In the event new major parts or components costing over three hundred and fifty dollars ($350.00) should be required, the Contractor shall advise the Project Manager and obtain his approval prior to performing said Work. In an emergency situation, the Project Manager's approval may be obtained by reaching him at his cell phone.

PART 3 - EXECUTION

3.1 GENERAL

A. Scope of Work:

1. The scope of work may include repair, replacement and preventive maintenance work. The actual scope of work will depend on existing conditions.

B. Project Meetings:

1. The Contractor’s designated Project Manager and the Town’s Project Manager shall have construction project meetings every other week or more frequently if required, to discuss progress, schedule, invoicing and any other relevant project issues. Contractor shall not be paid separately for the Project Manager’s time and such costs shall be included in the hourly bid rates.

C. Proposal Requests:

1. The Contractor shall, at the request of the Town, investigate and offer estimates and quotations of work to be done, at no cost to the Town.

3.2 REPAIR, REPLACEMENT AND PREVENTIVE MAINTENANCE OF EQUIPMENT, PIPING, AND CONTROLS.

A. General

1. The Contractor shall inspect, repair, and calibrate the HVAC systems in Bates, Fiske, Hardy, Hunnewell, Middle School, Pre-School, Schofield, Sprague, and Upham buildings. The work shall include but not be limited to unit ventilators, air handling units (motors, fans, valves, dampers, coils, electro-pneumatic (EP) switches, freeze-stats, and other controls), thermostats, pneumatic lines, hot water/steam pipes, and exhaust fans. The Contractor shall perform the following work at a minimum:

   a. Motors/Fans
      i. Check motor/fan units for proper operation.
      ii. Check and replace motors and/or fans as required.

   b. Hot Water/Steam Valves
      i. Check valves for proper operation.
      ii. Check and repair leaking valves as required.
      iii. Check valve for min/max stroke.
      iv. Check and re-set low- and high-limit set-points.
      v. Check and adjust valve/damper spring pressure as required.
      vi. Check and replace EP switches as required.

   c. Outside Air Dampers (Face and By-Pass for AHUs)
      i. Check dampers for proper operation.
      ii. Check and repair damper linkage and actuators as required.
      iii. Check and re-set low- and high-limit set-points.
      iv. Check and replace EP switches as required.
      v. Check dampers for proper operation based upon CO_2 levels.

   d. Hot Water/Steam Coils
      i. Check coils for proper operation.
      ii. Check and clean exteriors of coils.
      iii. Check and blow-out interiors of coils.
      iv. Check and replace coils as required.
      v. Check and replace freeze-stats as required.

   e. Pneumatic-Electric Switches/Thermostats
      i. Check switches and thermostats for proper operation.
      ii. Check and replace EP switches as required.
      iii. Check, recalibrate, or replace pneumatic thermostats as required.
      iv. Check and re-set low- and high-limit set-points.
      v. Check, recalibrate, or replace CO_2 sensors.

   f. Pneumatic Lines/Hot Water/Steam Pipes
      i. Check pneumatic lines and hot water/steam pipes for proper operation.
      ii. Check pneumatic lines and hot water/steam pipes for leaks and repair as required.

   g. Rooftop Exhaust Fans
      i. Check exhaust fans for proper operation.

ii. Check, repair, and replace rooftop exhaust fans as required.

h. Other
   i. Check and replace filters.
   ii. Commission unit ventilators, air handling units, thermostats, pneumatic lines, hot water/steam pipes, and exhaust fans.
   iii. Confirm time clocks not by-passed.
   iv. Confirm mechanical room controls have hand-off-auto switches.
   v. Measure (or accurately calculate) and document supply and exhaust CFM.
   vi. Place service stickers with contact information inside of units.
   vii. Prepare as-built drawings in a format approved by the Owner that clearly define the locations of the unit ventilators, air handling units, thermostats, pneumatic lines, hot water/steam pipes, exhaust vents, rooftop exhaust fans, ductwork routes, air compressors, and boilers including defining the separate zones served by the rooftop exhaust fans.
   viii. Provide O&M manual and owner training.
   ix. Work under this contract shall be performed on a time and material basis. The Contractor shall provide unit pricing schedules for hourly labor rates and material, supply, and equipment mark-ups. The Contractor shall submit monthly requisitions for payment in a format approved by the Owner. The Contractor shall perform no additional work outside the scope of this contract without the Owner's written authorization.

End of Section

SCHOOL HVAC MAINTENANCE PROJECT

SHEET NO.: G-1 GENERAL NOTES

Project Locations: Nine School Buildings - See Specification Section 230000

Schedule and Work Hours: Work hours are Monday to Friday, 7:00 am to 5:00 pm. Work shall be completed by May 2, 2014.

Contacts: The Town's Project Manager is Allen Hebert, 40 Kingsbury Street, Wellesley, MA 02481. Telephone (781)-446-6210 ext. 4803. Cell 508-745-7057. E-mail at ahebert@wellesleyma.gov.

Scope of Work: The scope of work under this contract shall consist of inspecting, repairing, and calibrating the HVAC systems in Bates, Fiske, Hardy, Hunnewell, Middle School, Preschool, Schofield, Sprague, and Upham buildings. The work shall include but not be limited to unit ventilators, air handling units (motors, fans, valves, dampers, coils, electro-pneumatic (EP) switches, freeze-stats, and other controls), thermostats, pneumatic lines, hot water/steam pipes, and exhaust fans

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 and approval.

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 School Department 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.