# CITY OF NEWTON PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC BUILDINGS MAINTENANCE SERVICES

## **PROJECT MANUAL:**

## ON-CALL RESILIENT FLOORING, FURNISHING, INSTALLATION AND SERVICE CONTRACT INVITATION FOR BID #24-11

Bid Opening Date: September 7, 2023 at 11:00 a.m.

AUGUST 2023

**Ruthanne Fuller, Mayor** 

### **CITY OF NEWTON**

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### **END OF SECTION**

### **CITY OF NEWTON**

### PURCHASING DEPARTMENT

### **INVITATION FOR BID #24-11**

The City of Newton invites sealed bids in accordance with M.G.L. c.149 from Contractors for

all bids received within the time specified will be publicly opened and read aloud.\*

### ON-CALL RESILIENT FLOORING, FURNISHING, INSTALLATION AND SERVICE CONTRACT

#### Bids will be received until **11:00 a.m., Thursday, September 7, 2023** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the dealine for bids. Following the deadline for bids,

Contract Documents will be available online at the City's website: <u>www.newtonma.gov/bids</u> after: **10:00 a.m., September XX, 2023.** Bidders are responsible for downloading the specifications from the City's web site at <u>www.newtonma.gov/bids</u>. Bidders are requested to email the Purchasing Department (<u>purchasing@newtonma.gov</u>) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #24-11) they have downloaded.

All General Bids in excess of \$150,000 must be accompanied by a copy of a "Certificate of Eligibility" (DCAMM Form CQ-7) issued by the Department of Capital Assest Management and Maintenance (DCAMM) and a "Contractor Update Statement" (DCAMM Form CQ-3). In order to assure that bidders are properly qualified, the City may also require certification if the bid amount is less than \$150,000. The category of work for which the Bidder must be certified: **Floor Covering** 

# Work under this contract shall consist of providing all the labor, material, equipment, transportation and supervision necessary to install and make repairs to roofing systems at City Hall, Schools and other Public Buildings.

During the bidding period, the City of Newton shall make available, between the hours of 8:00 a.m. - 3:00 p.m., all facilities for all bidders to visit the facilities with designated City personnel. Facilities Locations are listed at pp. 46-47 below. The City strongly encourages bidders to visit each site; bidders will be responsible for all work under this Contract whether they visit the Facilities Locations or not. To arrange site visits, contact Art Cabral at 617.796.1600 or at acabral@newtonma.gov.

The term of this contract shall extend from **December 1, 2023 through November 30, 2024**. The City, at its sole discretion, shall have the option to renew this Contract for **two (2) additional one (1) year terms**, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

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, <u>including</u> all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.** 

# The costs of any bond and any insurance required in this Invitation For Bid are the responsibility of the bidder; such costs will not be reimbursed by City and should be included in your bid.

### All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 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. In the event that the successful bidder's contract amount is \$150,000 or less, it will will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total; in the event that the successful bidder's contract amount exceeds 150,000, it will will be required to furnish **Performance** and **Labor and Materials Payment Bonds**, each in the amount of **100%** of the contract total.

All City of Newton bids are available on the City's web site, <u>www.newtonma.gov/bids</u> Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure it has received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you must fax the Purchasing dept. (617) 796-1227 or email <u>purchasing@newtonma.gov</u> with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor 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.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: <u>jfairley@newtonma.gov</u> or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

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Nicholas Read *Chief Procurement Officer* August 24, 2023

### **CITY OF NEWTON**

### **DEPARTMENT OF PURCHASING**

### **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 Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  - 2. The Bidder is familiar with the local conditions and has been offered an opportunity to visit the sites where the work will be performed.
- 1.2 Failure to so examine the Contract Documents, visit work sites or familarize itself with local conditions 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 City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at <u>purchasing@newtonma.gov</u> or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday**, **September 1**, **2023 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City 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. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.
- 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 <u>www.newtonma.gov/bids</u>.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing 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 Purchasing Department, at <u>purchasing@newtonma.gov</u> or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #24-11**.

### **ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #24-11."
- 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 City and shall be either in the form of cash, 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. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
  - \* GENERAL BID FOR: #24-11
  - \* NAME OF PROJECT: On-Call Resilient Flooring, Furnishing, Installation and Service Contract
  - \* 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. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one (1) **original** and one (1) **copy.**
- 4.9 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 M.G.L. c.30, §39M( c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
  - 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 must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

#### **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 indicated 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 electronic request. Electronic 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 sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting bids to provide the estimated materials and labor set forth in Bid Form 24-11 and in the attached Specifications for On-Call Resilient Flooring, Furnishing, and Installation Services at the Facility Locations listed at pp. 46-47 below. It is the City's intent to award up to THREE (3) separate contracts to the responsive and eligible Bidders offering the lowest Grand Total (Total A(1)-A(8)) as set forth in their respective Bid Forms #24-11. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. The Primary Contract will be awarded to the bidder submitting the lowest Grand Total. The Primary Contractor shall provide services for routine maintenance and repair projects. In the event that the Primary Contractor, and so forth. In addition, the City reserves the right, should it so elect, to solicit estimates of the number of hours and materials costs needed to complete work identified by the City as a special project. The City will obtain an estimate of hours from the three Contractors. The work on such special project will be given to the one of the three Contractors whose number of hours times its hourly rate(s) plus materials costs result in the lowest special project price. A "special project" is one for substantial nonrecurring work involving such things as the drawing of permits or architect's drawings, or a project cost of more than \$25,000.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City 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 City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City 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 City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### **ARTICLE 9 – PROPRIETARY SPECIFICATIONS**

- 9.1 The City has used a proprietary specification to describe the supply listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City state in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. Bidders wishing to provide an equal item should do so with their bids. The City shall have the sole right to determine whether or not said item is equal.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

### ARTICLE 10 - PERFORMANCE AND PAYMENT BOND ADJUSTMENTS

Inasmuch as bond amounts, if any, are based on the City's estimated quantities, the City agrees that the bond amounts at the start of each option year shall be as follows:

1. For Year 2, the bond amounts(s) shall be the lower of (i) the Year 1 bond amount or (ii) 200% of the amount of work done under the contract in Year 1; and

2. For Year 3, the bond amounts(s) shall be the lower of (i) the Year 1 bond amount or (ii) 200% of the average of the work done under the contract in Years 1 and 2

provided, however, that bond amounts shall be increased as required by statute if the actual work exceeds that estimated at the beginning of an option term.

### **END OF SECTION**

### CITY OF NEWTON ON-CALL RESILIENT FLOORING, FURNISHING, INSTALLATION AND SERVICE CONTRACT BID FORM #24-11

### TO THE AWARDING AUTHORITY:

B.

C.

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

All quantities shown below are estimates only of the City's requirements during the contract term. The City will direct the contractor to perform only that work which is actually required. The contractor will be compensated only for that work which is performed. The amount of services and supplies may be more or less than those estimated. Whatever quantity is requested by the City shall be provided by the contractor and the unit prices set forth below. (Bond requirements may be adjusted in accordance with Article 10 of the IFB, above.)

ase

- 0 Certification of Tax Compliance, 1 page
- O Certificate of Foreign Corporation (if applicable), 1 page
- O Debarment Letter, 1 page
- O IRS Form W-9, 1 page
- O Business Category Information Form, 1 page
- 0 Certificate of Eligibility for Floor Covering (DCAMM Form CQ7)
- O Update Statement (DCAMM Form CQ3)
- **D.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount	%	Days
Prompt Payment Discount	%	Days
Prompt Payment Discount	%	Days

**E.** 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 labor and materials or 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 that 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 section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies 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; (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 OCHA that is at least 0 safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

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

Name of General Bidden	;)
BY:	
(Signature)	
Printed Name and Title	of Signatory)
(Business Address)	
(City, State Zip)	
//	(Ear)
(Telephone)	(Fax)
(E-mail address)	

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

**END OF SECTION** 

### **CITY OF NEWTON**

### **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 City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

FIRM	M NAME:		
WH	EN ORGANIZED:		
INC	ORPORATED? YES NO DATE AND STATE OF INCORPORATION:		_
IS Y	YOUR BUSINESS A MBE?YESNO WBE?YESNO or MWBE?YES	ES	_NO
	T ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTIC TE OFCOMPLETION:	CIPATE	D
нал	VE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?		
	YESNO YES, WHERE AND WHY?		
	VE YOU EVER DEFAULTED ON A CONTRACT? YES NO 'ES, PROVIDE DETAILS.		
LIST	T YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:		
FIRM	THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLET M SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRA LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.		
OW	DJECT NAME:	-	
	LLAR AMOUNT: \$ DATE COMPLETED:     BLICLY BID?YESNO		

TYPE OF WORK?:	
CONTACT PERSON:	TELEPHONE #:)
CONTACT PERSON'S RELA	TION TO PROJECT?:
	(i.e., contract manager, purchasing agent, etc.)
PROJECT NAME:	
DOLLAR AMOUNT: \$	DATE COMPLETED:
PUBLICLY BID?YES	NO
TYPE OF WORK?:	
	TELEPHONE #: ()
CONTACT PERSON'S RELA	TION TO PROJECT?:
	(i.e., contract manager, purchasing agent, etc.)
PROJECT NAME:	
	DATE COMPLETED:
PUBLICLY BID?YES	
CONTACT PERSON:	TELEPHONE #: ()
CONTACT PERSON'S RELA	TION TO PROJECT?:
	(i.e., contract manager, purchasing agent, etc.)
	DATE COMPLETED:
PUBLICLY BID?YES	
TYPE OF WORK?:	
CONTACT PERSON:	TELEPHONE #:()
CONTACT PERSON'S RELA	TION TO PROJECT?:
	(i.e., contract manager, purchasing agent, etc.)
requests any person, firm, or co	the information contained herein is complete and accurate and hereby authorizes and propration to furnish any information requested by the City of Newton in verification of ent of Bidder's qualifications and experience.
DATE:	BIDDER:
SIGNATURE:	
PRINTED NAME	TITLE:

10.

### **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.

(Signature of individual)

Name of Business

### **CERTIFICATION OF TAX COMPLIANCE\*\***

Pursuant to M.G.L. c.62C, §49A and requirements of the City, 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 (Mandatory)	*** Contractor's Social Security Number or Federal Identification Number
Print Name:	Date:
Corporate Name	
By: Corporate Officer (Mandatory, if applicable)	Date:
Print Officer 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 City receives a signed copy of this Certification.

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

### **CERTIFICATE OF FOREIGN CORPORATION**

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

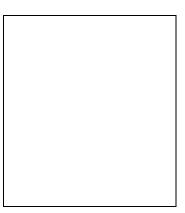
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor Ruthanne Fuller

Date

Vendor

### **Purchasing Department**

Nicholas Read & Chief Procurement Officer 1000 Commonwealth Avenue Newton Centre, MA 02459-1449 purchasing@newtonma.gov Telephone (617) 796-1220 Fax: (617) 796-1227 TDD/TTY (617) 796-1089

Re: Debarment Letter for Invitation For Bid #24-11

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

### **Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

		(Name) (Company) (Address) (Address)
PHONE EMAIL	FAX	(Address)
		Signature
		Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.



N

#### **Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

on page	Business name, if different from above		
or type ructions	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partn ☐ Other (see instructions) ►	iership) 🕨	<b>X</b> Exempt payee
	Address (number, street, and apt. or suite no.)	lequester's name and ad	Idress (optional)
P Specific	City, state, and ZIP code		
See	List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)		
backu alien,	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to ip withholding. For individuals, this is your social security number (SSN). However, for a resid sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on g	lent s, it is	ity number Or
		22.02	(

Note, If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter

£.,	or	
	Employer identification number	

#### Certification Part II

- Under penalties of perjury, I certify that:
- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ►	Date ►	Name

#### General Instructions Section references are to the Internal Revenue Code unless otherwise noted.

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to próvidé your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

An individual who is a U.S. citizen or U.S. resident alien,

A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

An estate (other than a foreign estate), or

· A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income income

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases

• The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

### **Business Category Information Form\***

IFB No. 24-11

**On-Call Resilient Flooring, Furnishing, Installation Service Contract** 

<b>Business Type Categories*</b>	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

 $\Box$  I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By:\_\_\_\_\_

Date:

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

### **CITY - CONTRACTOR AGREEMENT**

### **CONTRACT NO. C-**

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

hereinafter referred to as the CONTRACTOR.

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

I. SCOPE OF WORK. The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### ON-CALL RESILIENT FLOORING, FURNISHING, INSTALLATION AND SERVICE CONTRACT

- **II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
  - a. This CITY-CONTRACTOR Agreement;
  - b. The City's Invitation For Bid #24-11 issued by the Purchasing Department;
  - c. The Project Manual for **On-Call Resilient Flooring, Furnishing, Installation and Service Contract** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, 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, Work Orders, or Change Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- **III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- **IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM. The term of this contract shall extend from December 1, 2023 through November 30, 2024. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED. The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY. Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION. The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING. 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 City.
- XI. TERMINATION. If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- **XIII. INSURANCE REQUIREMENTS.** The Vendor shall provide insurance coverage as listed below. This insurance shall be provided at the Vendor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION Worker's Compensation:

<u>COMMERCIAL GENERAL LIABILITY</u> Personal Injury

Property Damage

Per M.G.L. c.149, §34 and c. 152 as amended.

\$500,000 each occurrence \$1,000,000 aggregate \$500,000 each occurrence \$1,000,000 aggregate

Project Manual #24-11 - On-Call Resilient Flooring, Furnishing, Installation and Service Contract Page 22 of 91 VEHICLE LIABILITY Personal Injury

Property Damage

**CONTRACTOR** 

\$500,000 each person \$1,000,000 aggregate \$300,000 each occurrence \$500,000 aggregrate

**CITY OF NEWTON** 

The City shall be named as additional insureds on the Vendor's Liability Policies.

- **XIV. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- **XV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

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

By	By Chief Procurement Officer
Print Name	Chief I rocurement Officer
Fitle	Date
Date	By
	By Commissioner of Public Building
Affix Corporate Seal Here	Date
No City funds are authorized until work is assigned	Approved as to Legal Form and Character
No City funds are authorized until work is assigned	By Associate City Solicitor
	By Associate City Solicitor
No City funds are authorized until work is assigned I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.	
I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.	By Associate City Solicitor Date CONTRACT AND BONDS APPROVED
I further certify that the Mayor, or her designee, is authorized to execute	By Associate City Solicitor 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 <u>contract and bonds</u> .)
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 <i>ON OR BEFORE</i> the date the officer signed the <u>contract and bonds</u> .)
	at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that
5.	(insert <b>name</b> from line 2) (insert <b>title</b> from line 3)
	(insert <b>name</b> from line 2) (insert <b>title</b> from line 3)
	of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.
6.	ATTEST: AFFIX CORPORATE (Signature of Clerk or Secretary)* SEAL HERE
	(Signature of <b>Clerk or Secretary</b> )* SEAL HERE
7.	Name:
	(Please print or type name in line 6)*
8.	Date:
	(insert a date that is <b>ON OR AFTER</b> the date the officer signed the <u>contract and bonds</u> .)

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

### **CITY OF NEWTON, MASSACHUSETTS**

### **PERFORMANCE BOND**

Know All Men By These Presents:

That we,	, as PRINCIPAL, and	_, as	
SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of			
dollars (\$	) to be paid to the Obligee, for which payments well and truly to be made, we bind ourse	elves,	
our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.			

Wherea	as, the said PRINCIPAL has made a contract with the Obligee, bearing the date of	, 2023 for the
construction of		in Newton, Massachusetts.

#### (Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_day of \_\_\_\_\_ 2023.

PRINCIPAL	<u>SURETY</u>
BY	BY
(SEAL)	(ATTORNEY-IN-FACT) (SEAL)
(Title)	
ATTEST:	ATTEST:

### **CITY OF NEWTON, MASSACHUSETTS**

### **PAYMENT BOND**

Know All Men By These Presents:

That we,	, as PRINCIPAL, and	, as
SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of		
dollars (\$	) to be paid to the Obligee, for which payments well and truly to be made, we bind ourse	lves,
our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.		

Where	eas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of	, 2023, for the
construction of		in Newton, Massachusetts.

(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_day of \_\_\_\_\_2023

PRINCIPAL	<u>SURETY</u>
BY	BY
(SEAL)	(ATTORNEY-IN-FACT) (SEAL)
(Title)	
ATTEST:	ATTEST:

### **GENERAL CONDITIONS**

### **OF THE CONTRACT**

### FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping 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 City. 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 City.
- 1.3 The City 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 City 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 City-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 City's Notice to Proceed 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 City shall 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 City, 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 City. 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 City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### 4.0 COMPENSATION

- 4.1 The City 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 City 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 City to cure any such default or failure of performance by the Contractor.

- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City 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 City 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.

### 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such proposes as the City (or such parties as the City 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 City in connection with the performance of the Contractor's Services

### 6.0 CONTRACTOR'S ACCOUNTING RECORDS

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

### 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

### 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right 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 City under this contract. The Contractor shall pay any excess in the City'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 City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractors noncompliance.

### 9.0 SUSPENSION OR TERMINATION

- 9.1 The City 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 City 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 City. In the event that the City 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 City 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'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 City of the obligations of paragraph 10.1 above.
- 9.3 The City 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.

- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.
- 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City 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 PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

### 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.

WORKER'S COMPENSATION	
Worker's Compensation:	Per M.G.L. c.149, §34 and c.152 as amended.
PUBLIC LIABILITY	
Personal Injury	\$500,000 each occurrence
Property Damage	\$1,000,000 aggregate \$500,000 each occurrence
VEHICLE LIABILITY	\$1,000,000 aggregate
Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

- 12.2 The City 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 City 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 City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, 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 City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

### 13.0 CONFLICT OF INTEREST

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

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, 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.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City 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 City 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.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or 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 City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City 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.

### 18.0 GOVERNING LAW

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

### 19.0 LIABILITY

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

#### 20.0 LIENS

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

### 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City 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 & CITY OF NEWTON

### **INDEX**

### SUPPLEMENTAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

### Article 1. METHOD OF PAYING SUBCONTRACTORS

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

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

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for any 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 contract 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, 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 subcontract or 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 subcontract 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 awarding authority and a copy to the general contractor, the general contract or sent by certified mail to the subcontract or at the same time. The reply shall contain a detailed breakdown of the bal

(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, city, 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, city, 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 contract shall be modified in writing accordingly.

### Article 4. CLAIMS FOR DELAY

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

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

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

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

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

### Article 6. PREFERENCE IN EMPLOYMENT, WAGES

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

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

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

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

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

### Article 8. WORK BY FOREIGN CORPORATIONS

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

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub bids 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, and residing or having a principal place of business outside the Commonwealth.

### END OF SUPPLEMENTAL CONDITIONS

### **BUILDING MAINTENANCE SERVICE CONTRACT**

### **SPECIAL CONDITIONS**

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 be 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 City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

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

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, 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 City of its inability to do so, the City 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 City 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 City.
- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

### 4.0 PAYMENT

A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

### 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 City 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 PLANS AND SPECIFICATIONS

A. The City 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 City the name and telephone number of a responsible person who may be contacted during offhour emergencies during the term of the Contract.
- B. Cooperate at all times with the City 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 8:00 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 City.
- 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 City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

### 9.0 ALTERATION

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

#### 10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense.

Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

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

C. Shutdown of Services

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

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. 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 City.

E. Removal of Debris

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

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

### 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 City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

### 12.0 SUBMISSION OF PAYROLLS

A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City 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 City.

### 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 City 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 City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City 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 City 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

### 15.0 WARRANTY AND INDEMNIFICATION

- 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 Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority 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 Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

### **END OF SECTION**



SPECIFICATIONS RESILIENT FLOORING REPAIRS/REPLACEMENTS FY24

Joshua Morse Public Buildings Commissioner

### PART 1 - GENERAL

### **1.01 DESCRIPTION:**

A. Work Included:

1. Provide all the labor, material, equipment, transportation and supervision necessary to accomplish complete resilient tile and sheet vinyl repairs and replacement of carpeting with resilient tiles at School, City Hall and other city owned Public Buildings as directed by the Public Buildings Department and as herein specified during the period December 1, 2023 through November 30, 2024, with the option to extend for two (2) additional one-year periods, (i.e., December 1, 2024 through November 30, 2025 and December 1, 2025 through November 30, 2026.

### 1.02 QUALITY ASSURANCE:

### A. Qualifications of Workmen:

For installation of resilient tiles and sheet vinyl, use only thoroughly trained and experienced flooring installers who are completely familiar with the materials specified, the manufacturer's recommended methods of installation, and the requirements of the work.

### B. Rejection:

In the acceptance or rejection of resilient flooring repair operations and results, no allowance will be made for lack of skill on the part of workmen.

### C. Manufacturer's Recommendations:

The manufacturer's recommended methods of installation shall be the basis for acceptance or rejection of actual methods of repair used in this work.

### 1.03 SAFETY

Take necessary precautions for the safety of employees on the work, and comply with applicable OSHA Provisions to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Erect and properly maintain, at all times, as required by the conditions and progress of the work, necessary safeguards for the protection of workmen and the public, and post danger signs warning against the hazards created by such features of construction as protruding hoists, scaffolding, and falling material.

### 1.04 SUBMITTALS

### A. Materials List

Prior to the Award of Contract, submit for approval two (2) copies of a complete list of materials to be proposed to be used for this work, giving manufacturer's name, catalog number, and catalog cut for each item where applicable.

### B. Manufacturer's Recommendations:

Accompanying the Materials List, submit two (2) copies of the manufacturer's current recommended methods of installation.

### 1.05 **PRODUCT HANDLING**

### A. **Protection:**

Use appropriate means necessary to protect resilient flooring materials before, during, and after installation and to protect adjacent existing surfaces and furnishings.

### B. Replacements:

In the event of damage to City property, immediately make repairs and replacements necessary to the approval of the Public Buildings Department and at no additional cost to the City.

### 1.06 JOB CONDITIONS

### A. Scheduling:

- 1. After receiving a service call from the Public Buildings Department, commence work within the following time limits;
  - a. Emergency Work Requests must start within one (1) workday.
  - b. All Other Work Requests must start within five (5) workdays and schedule submitted
- 2. Before commencing work, contact the Public Buildings Department (phone 617-796-1600) and/or the Building Custodian to determine the exact location and extent of required work.
- 3. The Building Custodian will provide access and electrical outlets to all areas where the servicing is required.

### B. Notification:

Within twenty-four (24) hours after services have been completed, notify the Public Buildings Department by phone (617-796-1600) or via email (<u>publicbuildings@newtonma.gov</u>) that the required work has been completed.

### C. Discrepancies:

In the event that the work of the assigned service call is beyond the scope of this Contract, contact the Public Buildings Department for authorization to proceed or assume the responsibility for and remedy any unsatisfactory results at no additional cost to the City.

### 1.07 **PROCEDURES**

### A. Work Order:

- 1. The Contractor shall have with him, on each service call, a Work Order listing the type of material used and the time consumed for that call.
- 2. This Work Order must be signed for each day on the job by the custodian or department representative as evidence of the number of hours on the job.
- 3. A copy of the signed order shall be attached to its appropriate invoice.
- 4. The Contractor can use his own Work Order Form or one supplied by the City. A facsimile of the City's form is included at the end of this Specification.

### B. Invoicing:

1. Invoices, one for each building, must be mailed in **duplicate** within three (3) days after each service call has been completed to:

Public Buildings Department 52 Elliot Street Newton Highland. MA 02461

#### Or emailed to:

Stephanie Tocci, Business Manager: <u>stocci@newtonma.gov</u> Art Cabral, Project Specialist: acabral@newtonma.gov

- 2. Each invoice must reflect the Building Control Number assigned to that service call. The Control Number consists of 6 digits (e.g. 123456, 123467, etc.).
- 3. 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. Materials used will be reflected on the invoice by quantity and unit costs including applicable surcharge.
- 4. Bill labor charges on the actual time used to perform the required work. Labor Charges shall not be billed on a "portal to portal" basis.

### 1.08 CONTRACT HOURLY RATES

#### A. Labor:

- 1. Contract Rates required to be listed shall be the total compensation or each category and shall include overhead, profit, travel and any other item in connection therewith.
- 2. Day Labor Rates shall be billed for work performed Monday through Saturday 7:00 a.m. to 7:00 p.m.
- 3. **Evening Labor Rates** shall be billed for work performed Monday through Saturday 7:00 p.m. to 7:00 a.m.
- 4. **Week-end Labor Rates** shall be billed for work performed between 7:00 p.m. Saturday to 7:00 a.m. Monday.
- 5. **Holiday Labor Rates** shall be billed for work performed between 7:00 p.m. the day preceding the Legal Holiday(s) through 7:00 a.m. the day after the Legal Holiday(s).

### B. Materials:

- 1. Bill materials at actual cost plus 10% percentage surcharge.
- 2. Copies of the Contractor's own purchase invoices reflecting actual costs shall be made available to the City of Newton when requested by the Public Buildings Department.

### PART 2 – PRODUCTS

### 2.01 MANUFACTURERS

#### A. **Resilient Tiles:**

Tile shall be of vinyl composition, 1/8" thick, 12" x 12" square, "Standard Excelon Imperial" as manufactured by Armstrong Corp. or approved equal.

### B. Sheet Vinyl:

Sheet vinyl shall be a minimum .090" thick vinyl sheet stock in 12" wide rolls with a nominal wearing surface thickness of .025" and shall conform to Federal Specification LF0016441 Class 1 Type III and shall be by Armstrong, Mannington or an equal product approved by the Public Buildings Department.

### C. Cove Base:

Cove base shall be a minimum .080" thick molded vinyl, 4: high with tow and shall conform to Federal Specification SS-W-40A, type II and shall be vinyl wall base by Armstrong Johnsonite or an equal product approved by the Public Buildings Department.

### D. Dividers/Edge Strips:

Dividers and edge strips where required at seams or edges of surfaces or different heights, shall be molded vinyl, snap down type as manufactured by Mercer Plastics Company or an equal product approved by the Public Buildings Department. Sizes, shapes and colors shall be a required for a complete installation and as selected by the Public Buildings Department.

### E. Adhesives:

- 1. Adhesive for installation of resilient tiles shall be a "cut back" type asphalt that shall confirm to Federal Specification MMM-A-110B and shall be Type FB-50 as manufactured by GAF or approved equal.
- 2. Adhesive used for installation of sheet vinyl shall be Type FB-1 as manufactured by GAF or approved equal.
- 3. Adhesive used for installation of vinyl cove base shall be Type FB-10 as manufactured by GAF or approved equal. 1
- F. Patching/Leveling Compound:

Patching and leveling compound shall be Latex based Level-Astic or approved equal.

### PART 3 – EXECUTION

### 3.01 SURFACE CONDITIONS

**Existing Flooring:** 

Examine the area of service for condition of defective carpet, resilient tile, or sheet vinyl and method of repair to be used.

### 3.02 REPAIR AND REPLACEMENT

### A. Removal:

1. After identifying the exact limits of area to be repaired, carefully remove designed resilient floor tiles, sheet vinyl, or carpet and dispose of same.

### B. Subsurface Preparation:

- 1. Sub floor shall be thoroughly cleaned of old adhesive, dust and dirt.
- 2. If existing flooring has been damaged as a result of water, allow sufficient time for sub floor to thoroughly dry.
- 3. Cracks, depressions and irregularities in sub floor shall be patched with leveling compound to provide a smooth level surface.

### C. Replacement:

### Install new resilient tile or sheet vinyl in accordance with latest manufacturer's recommendations.

- 1. New resilient tile and sheet vinyl shall match existing as closely as possible and layout and pattern shall be as directed by the Public Buildings Department.
- 2. Layout sheet vinyl to minimize number of seams.
- 3. Sheet vinyl and resilient tiles, after being installed, shall be rolled with a minimum 100 pound roller to insure proper adhesion.

4. Where directed, install cove base, edge strips, and dividers according to manufacturer's instructions.

### 3.03 ATTIC STOCK

# A. For each new installation the following quantities of product, same color and lot, for attic stock, shall be supplied to the City of Newton.

- 1. Where the aggregate square footage is greater than 600 square feet, 10% of the total for each color used shall be provided to the City of Newton.
- 2. The sheet vinyl attic stock pieces shall be a minimum of 24" x 24" in size and placed in a box, no loose pieces shall be accepted.
- 3. The minimum # of VCT cartons of attic stock shall be (1) carton.
- 4. The maximum # of VCT cartons of attic stock shall be (5) cartons.

### 3.04 FURNISHING ONLY OF VCT, SHEET VINYL AND COVE BASE

The successful contractor will also provide a price to furnish only, VCT, Sheet Vinyl and Cove Base to the City of Newton.

### 3.05 CLEAN UP

- A. Immediately after installation of new flooring, clean dirt and excess adhesive from flooring.
- B. Upon completion of work:
  - 1. Clean up packing materials, scraps, excess product and other debris caused by the work.
  - 2. Remove same from premises in Contractor's own refuse containers. The use of the City of Newton refuse containers is prohibited.

#### 4.00 FACILITIES LOCATIONS

#### **SCHOOL DEPARTMENT:**

Angier School	1697 Beacon Street, Waban 02468
Bigelow Middle School	42 Vernon Street, Newton 02458
Bowen School	280 Cypress Street, Newton Centre 02459
Brown Middle School	125 Meadowbrook Road, Newton Centre 02459
Burr School	171 Pine Street, Auburndale 02466
Cabot School	229 Cabot Street, Newtonville 02460
Horace Mann School	225 Nevada Street, Newton 02495
Countryside School	191 Dedham Street, Newton Highlands 02461
Day Middle School	21 Minot Place, Newtonville 02460
Ed Center	100 Walnut Street, Newtonville 02460
Franklin School	125 Derby Street, West Newton 02465
Lincoln-Eliot School	191 Pearl Street, Newton 02458
Mason-Rice School	149 Pleasant Street, Newton Centre 02459
Memorial-Spaulding School	250 Brookline Street, Newton Centre 02459
Newton North High School	457 Walnut Street, Newtonville 02460
NECP (Newton Early Childhood)	687 Watertown Street, Newtonville, 02460
Oak Hill Middle School	130 Wheeler Road, Newton Centre 02459
Peirce School	170 Temple Street, West Newton 02465
South High School	140 Brandeis Road, Newton Centre 02459
South High Auto Shop	Brandeis Road, Newton Centre 02459
Underwood School	101 Vernon Street, Newton 02458
Ward School	10 Dolphin Road, Newton Centre 02459
Williams School	141 Grove Street, Auburndale 02466
Zervas School	30 Beethoven Avenue, Waban 02468

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### **PUBLIC BUILDINGS DEPARTMENT:**

Public Buildings Department	52 Elliot Street, Newton Highlands 02461
City Hall & War Memorial	1000 Commonwealth Ave. Newton Center 02459

### **PUBLIC WORKS DEPARTMENT:**

Crafts Street Stable	92 Crafts Street, Newtonville 02460
Crafts Street Garage	110 Crafts Street, Newtonville 02460
Elliot Street Stable	70 Elliot Street, Newton Highlands 02461
Elliot Street Garage	80 Elliot Street, Newton Highlands 02461
Water/Sewer Facility	60 Elliot Street, Newton Highlands 02461

### **POLICE DEPARTMENT FACILITIES:**

Police Headquarters	1317 Washington Street, West Newton 02465
Police Garage (rear)	1321 Washington Street, West Newton 02465
Police Annex	25 Chestnut Street, West Newton 02465

### **MISCELLANEOUS BUILDINGS:**

Jackson Homestead	527 Washington Street, Newton 02458
Senior Citizen Center	345 Walnut Street, Newtonville 02460

#### FIRE DEPARTMENT FACILITIES:

Fire Alarm Headquarters	1164 Centre Street, Newton Centre 02459
Fire Station #1	241 Church Street, Newton 02458
Fire Station #2	1750 Commonwealth Avenue, West Newton 02465
Fire Station #3	31 Willow Street, Newton Centre 02459
Fire Station #4	195 Crafts Street, Newtonville 02460
Fire Station #7	144 Elliot Street, Newton Upper Falls 02464
Fire Station #10	755 Dedham Street, Newton Centre 02459

#### LIBRARY DEPARTMENT FACILITIES:

Main Library	330 Homer Street, Newton Centre 02459
Auburndale Library	375 Auburn Street, Auburndale 02466
Former Newton Corner Library	124 Vernon Street, Newton 02458
Nonantum Library	114 Bridge Street, Newton 02495
Waban Library	1608 Beacon Street, Waban 02468

### PARKS AND RECREATION DEPARTMENT:

Recreation Headquarters Former Recreation Headquarters	Kennard Estate, 246 Dudley Road, Newton Centre 02459 70 Crescent Street, Auburndale 02466
Recreation Garage	70R Crescent Street, Auburndale 02466
Albemarle Field House	250 Albemarle Road, Newtonville 02460
Auburndale Field House	W. Pine Street, Auburndale 02466
Burr Field House	142 Park Street, Newton 02458
Cabot Field House	101 East Side Parkway, Newtonville 02460
Crystal Lake Bath House	16 Rogers Street, Newton Highlands 02461
Gath Pool Facility	256 Albemarle Road, Newtonville 02460
Hawthorne Playground	17 Hawthorne Street, Newton 02495
Nahanton Field House	Nahanton Street, Newton Highlands 02461
Newton Highlands	10 Winchester Street, Newton Highlands 02461
Newton Centre Hut	81 Tyler Terrace, Newton Centre 02459
Former Health Department	1294 Centre Street, Newton Centre 02459

(Additional facilities may be added to this list of locations, should those facilities become the property of the City of Newton.)

### **CITY OF NEWTON – BUILDING DEPARTMENT**

SERVICE CONTRACTOR'S WORK ORDER

DATE	BUILDING		
CONTRACTOR		CONTROL #	_
JOB DESCRIPT	ION		
ARRIV	ARRIVE AM AL DEPART AM		_
NUMBER OF C	ONTRACTOR PERSONNEL ON THE JOB		
TOTAL MAN H	OURS EXPENDED ON THIS JOB		
MATERIALS US	SED		_
			_
			_
			_
REMARKS			
			_
			_
			—
SENIOR CUSTO	DDIAN'S SIGNATURE		
NOTE*	1. The Senior Custodian's signature signifies	s that the number of hours is listed correctly	by the Contractor.
	2. A copy of this form must be attached to th	e original invoice in order for the Contracto	or to receive payment.

- END OF SPECIFICATION -

### **CITY OF NEWTON**

### 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 a 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. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- **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. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. <u>The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the</u> <u>City of Newton certified payroll affidavits in pdf format verifying compliance with M.G.L. c.149, Sec. 27, 27A and</u> <u>27B.</u> The Contractor is obiligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- **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.

### **END OF SECTION**



MAURA HEALE Y

RIM DRISCOLL Lt. Gousmon

#### 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 LAUREN JONES

MICHAEL FLANAGAN Du ma

Awarding Authority:	City of Newton		
Contract Number:	IFB #24-11	City/Town:	NEWTON
Description of Work:	On-Call Resilient Flooring, Furnishing, Installation and Service Con	ntract	

#### Job Location: various locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

• The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, a warding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.

 This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.

 An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c 149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.

• The wages chedules hall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.

Apprentices working on the project are required to be registered with the Mæsachusetts Division of Apprentice Standards (DAS).
 Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wages chedule. Any apprentice not registered with DAS regardless of whether they are registered with a nother federal, state, local, or private agency must be paid the journeyworker's rate.

 Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to http://www.mass.gov/dob/pw.

 Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.

Contractors must obtain the wages chedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing
wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and
subjects the contractor or subcontractor to civil and criminal penalties.

• Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Issue Date: 08/14/2023

Wage Request Number: 20230814-040

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT teamsters joint council no. 10 zone a	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT teamsters joint council no. 10 zone a	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2023 12/01/2023	\$44.33 \$45.58	\$9.40 \$9.40	\$17.82 \$17.82	\$0.00 \$0.00	\$71.55 \$72.80
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2023	\$44.33	\$9.40	\$17.82	\$0.00	\$71.55
	12/01/2023	\$45.58	\$9.40	\$17.82	\$0.00	\$72.80
	06/01/2024	\$47.06	\$9.40	\$17.82	\$0.00	\$74.28
	12/01/2024	\$48.53	\$9.40	\$17.82	\$0.00	\$75.75
	06/01/2025	\$50.03	\$9.40	\$17.82	\$0.00	\$77.25
	12/01/2025	\$51.53	\$9.40	\$17.82	\$0.00	\$78.75
	06/01/2026	\$53.08	\$9.40	\$17.82	\$0.00	\$80.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2026	\$54.58	\$9.40	\$17.82	\$0.00	\$81.80
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
ASPHALT RAKER (HEAVY & HIGHWAY)	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
	06/01/2024	\$46.56	\$9.40	\$17.82	\$0.00	\$73.78
	12/01/2024	\$48.03	\$9.40	\$17.82	\$0.00	\$75.25
	06/01/2025	\$49.53	\$9.40	\$17.82	\$0.00	\$76.75
	12/01/2025	\$51.03	\$9.40	\$17.82	\$0.00	\$78.25
	06/01/2026	\$52.58	\$9.40	\$17.82	\$0.00	\$79.80
	12/01/2026	\$54.08	\$9.40	\$17.82	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68

 Issue Date:
 08/14/2023
 Wage Request Number:
 20230814-040

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	<b>\$</b> 87.7 <b>3</b>
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
BARCO-TYPE JUMPING TAMPER	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2023	\$44.33	\$9.40	\$17.82	\$0.00	\$71.55
LABORERS - ZONE 1	12/01/2023	\$45.58	\$9.40	\$17.82	\$0.00	\$72.80
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY &	06/01/2023	\$44.33	\$9.40	\$17.82	\$0.00	\$71.55
HIGHWAY) laborers - zone 1 (heavy & highway)	12/01/2023	\$45.58	\$9.40	\$17.82	\$0.00	\$72.80
	06/01/2024	\$47.06	\$9.40	\$17.82	\$0.00	\$74.28
	12/01/2024	\$48.53	\$9.40	\$17.82	\$0.00	\$75.75
	06/01/2025	\$50.03	\$9.40	\$17.82	\$0.00	\$77.25
	12/01/2025	\$51.53	\$9.40	\$17.82	\$0.00	\$78.75
	06/01/2026	\$53.08	\$9.40	\$17.82	\$0.00	\$80.30
	12/01/2026	\$54.58	\$9.40	\$17.82	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
BOILER MAKER	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
BOILERMAKERS LOCAL 29	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Effective Date	Dase mage	ricann	rension	Unemployment	

		ve Date - percent	OILERMAKER - Local 29 01/01/2023	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	65		\$30.79	\$7.07	\$13.22	\$0.00	\$51.08	
	2	65		\$30.79	\$7.07	\$13.22	\$0.00	\$51.08	
	3	70		\$33.16	\$7.07	\$14.23	\$0.00	\$54.46	
	4	75		\$35.53	\$7.07	\$15.24	\$0.00	\$57.84	
	5	80		\$37.90	\$7.07	\$16.25	\$0.00	\$61.22	
	6	85		\$40.26	\$7.07	\$17.28	\$0.00	\$64.61	
	7	90		\$42.63	\$7.07	\$18.28	\$0.00	\$67.98	
	8	95		\$45.00	\$7.07	\$19.32	\$0.00	\$71.39	
	Effecti	ive Date -	01/01/2024				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	65		\$31.28	\$7.07	\$13.22	\$0.00	\$51.57	
	2	65		\$31.28	\$7.07	\$13.22	\$0.00	\$51.57	
	3	70		\$33.68	\$7.07	\$14.23	\$0.00	\$54.98	
	4	75		\$36.09	\$7.07	\$15.24	\$0.00	\$58.40	
	5	80		\$38.50	\$7.07	\$16.25	\$0.00	\$61.82	
	6	85		\$40.90	\$7.07	\$17.28	\$0.00	\$65.25	
	7	90		\$43.31	\$7.07	\$18.28	\$0.00	\$68.66	
	8	95		\$45.71	\$7.07	\$19.32	\$0.00	\$72.10	
	Notes:								
	i								
	Appre	ntice to Jo	urneyworker Ratio:1:4						
BRICK/STON	E/ARTIF	ICIAL MA	ASONRY (INCL. MASONR	Y 08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
WATERPROC BRICKLAYERS LO		WT ON		02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
DRICKLAI BRO DO	JOHD J (192			08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
				02/01/2025	5 \$67.05	\$11.49	\$22.34	\$0.00	\$100.88
				08/01/2023	5 \$69.20	\$11.49	\$22.34	\$0.00	\$103.03
				02/01/2020	5 \$70.55	\$11.49	\$22.34	\$0.00	\$104.38
				08/01/2020	5 \$72.75	\$11.49	\$22.34	\$0.00	\$106.58
				02/01/2027	7 \$74.15	\$11.49	\$22.34	\$0.00	\$107.98

Apprentice - BOILERMAKER - Local 29

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Encenve Date	Dase mage	incantin	1 choion	Unemployment	

		re Date - 08/01/2023	VIASON - Local 5 Newlon					
	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
_	1	50	\$31.20	\$11.49	\$22.34	\$0.00	\$65.03	
	2	60	\$37.44	\$11.49	\$22.34	\$0.00	\$71.27	
	3	70	\$43.68	\$11.49	\$22.34	\$0.00	\$77.51	
	4	80	\$49.92	\$11.49	\$22.34	\$0.00	\$83.75	
	5	90	\$56.16	\$11.49	\$22.34	\$0.00	\$89.99	
I	Effectiv	re Date - 02/01/2024				Supplemental		
5	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$31.83	\$11.49	\$22.34	\$0.00	\$65.66	
	2	60	\$38.19	\$11.49	\$22.34	\$0.00	\$72.02	
	3	70	\$44.56	\$11.49	\$22.34	\$0.00	\$78.39	
	4	80	\$50.92	\$11.49	\$22.34	\$0.00	\$84.75	
	5	90	\$57.29	\$11.49	\$22.34	\$0.00	\$91.12	
1	Notes:							
l l							i	
4	Appren	tice to Journeyworker Ratio:1:5						
BULLDOZER/G			06/01/2023	3 \$	53.69 \$14.7	5 \$16.15	\$0.00	\$84.59
OPERATING ENGINE	SERS LO	CAL 4	12/01/2023	3 \$	54.93 \$14.7	5 \$16.15	\$0.00	\$85.83
			06/01/2024	4 \$	56.21 \$14.7	5 \$16.15	\$0.00	\$87.11
			12/01/2024	4 \$	57.65 \$14.7	5 \$16.15	\$0.00	\$88.55
			06/01/2025	5 \$	58.93 \$14.7	5 \$16.15	\$0.00	\$89.83
			12/01/2025	5 \$	60.37 \$14.7	5 \$16.15	\$0.00	\$91.27
			06/01/2026	5 \$	61.65 \$14.7	5 \$16.15	\$0.00	\$92.55
			12/01/2026	5 \$	63.09 \$14.7	5 \$16.15	\$0.00	\$93.99
		Apprentice- OPERATING ENGINEERS'' NNING BOTTOM MAN				615.05		
LABORERS - FOUND			06/01/2023		44.73 \$9.40		\$0.00	\$72.10
			12/01/2023		45.98 \$9.40		\$0.00	\$73.35
			06/01/2024		47.46 \$9.40		\$0.00	\$74.83
			12/01/2024		48.93 \$9.40		\$0.00	\$76.30
			06/01/2025		50.43 \$9.40		\$0.00	\$77.80
			12/01/2025		51.93 \$9.40		\$0.00	\$79.30
			06/01/2026		53.48 \$9.40			\$80.85
For apprentice ra	tes see "A	Apprentice- LABORER"	12/01/2026	5 \$	54.98 \$9.40	\$17.97	\$0.00	\$82.35

Apprentice -	BRICK/PLASTER/CEMENT MASON - Local 3 Newton
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
LABORERS - FOUNDATION AND MARINE	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
LABORERS - FOUNDATION AND MARINE	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2023	\$45.12	\$9.33	\$19.97	\$0.00	\$74.42

Step	percent	Apprentice Base Wage Health Per			Supplemental Unemployment	Total Rate
1	50	\$22.56	\$9.33	\$1.73	\$0.00	\$33.62
2	60	\$27.07	\$9.33	\$1.73	\$0.00	\$38.13
3	70	\$31.58	\$9.33	\$14.78	\$0.00	\$55.69
4	75	\$33.84	\$9.33	\$14.78	\$0.00	\$57.95
5	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
6	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
7	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18
8	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18
Notes						
į		/1/17; 45/45/55/55/70/70/80/80 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06				
Appr	entice to Journeyworker	Ratio:1:5				

## CARPENTERS -ZO

All Aspects of New Wood Frame Work

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Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$14.42	\$6.69	\$0.00	\$0.00	\$21.11	
2	50	\$14.42	\$6.69	\$0.00	\$0.00	\$21.11	
3	55	\$15.86	\$6.69	\$2.00	\$0.00	\$24.55	
4	55	\$15.86	\$6.69	\$2.00	\$0.00	\$24.55	
5	70	\$20.19	\$6.69	\$6.47	\$0.00	\$33.35	
6	70	\$20.19	\$6.69	\$6.47	\$0.00	\$33.35	
7	80	\$23.07	\$6.69	\$6.47	\$0.00	\$36.23	
8	80	\$23.07	\$6.69	\$6.47	\$0.00	\$36.23	
Notes							
		1/17; 45/45/55/55/70/70/80/80 \$24.95/ 5&6 \$33.04/ 7&8 \$35.91				i	
Appr	entice to Journeyworker	Ratio:1:5					

Effective Date Base Wage Health

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

Effecti	ective Date - 07/01/2023 Supplemental		Supplemental				
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$25.30	\$12.75	\$15.49	\$0.00	\$53.54
2	60		\$30.35	\$12.75	\$22.74	\$0.87	\$66.71
3	65		\$32.88	\$12.75	\$22.74	\$0.87	\$69.24
4	70		\$35.41	\$12.75	\$22.74	\$0.87	\$71.77
5	75		\$37.94	\$12.75	\$22.74	\$0.87	\$74.30
6	80		\$40.47	\$12.75	\$22.74	\$0.87	\$76.83
7	90		\$45.53	\$12.75	\$22.74	\$0.87	\$81.89
Effecti	ive Date -	01/01/2024				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$25.87	\$12.75	\$15.49	\$0.00	\$54.11
2	60		\$31.04	\$12.75	\$22.74	\$0.87	\$67.40
3	65		\$33.62	\$12.75	\$22.74	\$0.87	\$69.98
4	70		\$36.21	\$12.75	\$22.74	\$0.87	\$72.57
5	75		\$38.80	\$12.75	\$22.74	\$0.87	\$75.16
~				<b></b>	\$22.74	\$0.87	\$77.74
6	80		\$41.38	\$12.75	\$ZZ. /4	φ <b>0.</b> 07	
	80 90		\$41.38 \$46.56	\$12.75 \$12.75	\$22.74 \$22.74	\$0.87	\$82.92
6	90						\$82.92

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Supplemental Unemployment

Pension

Total Rate

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2023	\$55.35	\$14.75	\$16.15	\$0.00	\$86.25
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$56.63	\$14.75	\$16.15	\$0.00	\$87.53
	06/01/2024	\$57.95	\$14.75	\$16.15	\$0.00	\$88.85
	12/01/2024	\$59.43	\$14.75	\$16.15	\$0.00	\$90.33
	06/01/2025	\$60.76	\$14.75	\$16.15	\$0.00	\$91.66
	12/01/2025	\$62.23	\$14.75	\$16.15	\$0.00	\$93.13
	06/01/2026	\$63.56	\$14.75	\$16.15	\$0.00	\$94.46
	12/01/2026	\$65.04	\$14.75	\$16.15	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

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Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

	1 2 3 4 5	50 55 60	\$27.76 \$30.53	\$9.65	\$0.00	\$0.00	\$37.41	
	3 4 5	60	\$30.53			φ0.00	φ57.11	
	4 5			\$9.65	\$6.55	\$0.00	\$46.73	
	5		\$33.31	\$9.65	\$7.14	\$0.00	\$50.10	
		65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47	
	6	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64	
	6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01	
	7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38	
	8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12	
	Effecti	ve Date - 01/01/2024				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98	
	2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44	
	3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85	
	4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26	
	5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51	
	6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93	
	7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33	
	8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14	
	Notes:	Steps are 750 hrs.						
	Appre	ntice to Journeyworker Ratio:1:1						
EMO: ADZEM			06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
BORERS - ZONE I			12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
		Apprentice- LABORER"						
EMO: BACKH <i>borers - zone 1</i>		DADER/HAMMER OPERATOR	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
		Apprentice- LABORER"	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
EMO: BURNE	RS		06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
BORERS - ZONE I			12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
		Apprentice- LABORER"						
EMO: CONCR  BORERS - ZONE		UTTER/SAWYER	06/01/2023		\$9.40	\$17.82	\$0.00	\$71.95
For apprentice r	ates see "	Apprentice- LABORER"	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
		ER OPERATOR	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
BORERS - ZONE I	1		12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
		Apprentice- LABORER"						
EMO: WRECK <i>borers - zone</i> 1		ABORER	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
		Apprentice- LABORER"	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20

# Apprentice - PAINTER Local 35 - BRIDGES/TANKS

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86

#### Apprentice - ELECTRICIAN - Local 103

Effect Step	ive Date - 03 percent	/01/2023 Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
2	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
3	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
4	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
5	50	\$29.62	\$13.00	\$16.63	\$0.00	\$59.25
6	55	\$32.58	\$13.00	\$17.13	\$0.00	\$62.71
7	60	\$35.54	\$13.00	\$17.63	\$0.00	\$66.17
8	65	\$38.50	\$13.00	\$18.13	\$0.00	\$69.63
9	70	\$41.46	\$13.00	\$18.62	\$0.00	\$73.08
10	75	\$44.42	\$13.00	\$19.13	\$0.00	\$76.55
Notes		/03; 30/35/40/45/50/55/65/70/75/80				   
Appre	entice to Journe	eyworker Ratio:2:3***				
ELEVATOR CONSTRU ELEVATOR CONSTRUCTOR		01/01/2022	\$65	.62 \$16.03	\$20.21	\$0.00 \$101.86

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	Step	ve Date - percent	01/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50		\$32.81	\$16.03	\$0.00	\$0.00	\$48.84	
	2	55		\$36.09	\$16.03	\$20.21	\$0.00	\$72.33	
	3	65		\$42.65	\$16.03	\$20.21	\$0.00	\$78.89	
	4	70		\$45.93	\$16.03	\$20.21	\$0.00	\$82.17	
	5	80		\$52.50	\$16.03	\$20.21	\$0.00	\$88.74	
	Notes:								
		Steps 1-2	are 6 mos.; Steps 3-5 are 1 y	rear					
	Appre	ntice to Jou	rneyworker Ratio:1:1						
EVATOR CO VATOR CONST	RUCTOR	LOCAL 4		01/01/2022	2 \$45.93	\$16.03	\$20.21	\$0.00	\$82.17
			LEVATOR CONSTRUCTOR" DR (HEAVY & HIGHWAY)	06/01/202	3 \$43.83	\$9.40	\$17.82	\$0.00	\$71.05
ORERS - ZONE				12/01/202			\$17.82	\$0.00	\$71.05
				06/01/202			\$17.82	\$0.00	\$73.78
				12/01/2024			\$17.82	\$0.00	\$75.25
				06/01/202			\$17.82	\$0.00	\$76.75
				12/01/202			\$17.82	\$0.00	\$78.25
				06/01/2020			\$17.82	\$0.00	\$79.80
				12/01/2020			\$17.82	\$0.00	\$81.30
For apprentice	rates see "	Apprentice- L.	ABORER (Heavy and Highway)						
			G,SITE,HVY/HWY	05/01/2023	3 \$49.06	\$14.50	\$16.15	\$0.00	\$79.71
RATING ENGL	NEERS LC	ICAL 4		11/01/2023	3 \$50.30	\$14.50	\$16.15	\$0.00	\$80.95
				05/01/2024	4 \$51.54	\$14.50	\$16.15	\$0.00	\$82.19
				11/01/2024	\$52.83	\$14.50	\$16.15	\$0.00	\$83.48
				05/01/202:	5 \$54.27	\$14.50	\$16.15	\$0.00	\$84.92
				11/01/2025	5 \$55.56	\$14.50	\$16.15	\$0.00	\$86.21
				05/01/2020	5 \$57.00	\$14.50	\$16.15	\$0.00	\$87.65
				11/01/2020	5 \$58.29	\$14.50	\$16.15	\$0.00	\$88.94
				05/01/202	7 \$59.72	\$14.50	\$16.15	\$0.00	\$90.37
			PERATING ENGINEERS"						
LD ENG.PA 'RATING ENGL			G,SITE,HVY/HWY	05/01/2023			\$16.15	\$0.00	\$81.27
				11/01/2023			\$16.15	\$0.00	\$82.52
				05/01/2024			\$16.15	\$0.00	\$83.77
				11/01/2024			\$16.15	\$0.00	\$85.07
				05/01/202:			\$16.15	\$0.00	\$86.52
				11/01/2023			\$16.15	\$0.00	\$87.82
				05/01/2020	5 \$58.62	\$14.50	\$16.15	\$0.00	\$89.27
				11/01/2020	5 \$59.92	\$14.50	\$16.15	\$0.00	\$90.57
				05/01/202	7 \$61.37	\$14.50	\$16.15	\$0.00	\$92.02

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Supplemental Unemployment

Pension

Total Rate

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	05/01/2023	\$24.20	\$14.50	\$16.15	\$0.00	\$54.85
OPERATING ENGINEERS LOCAL 4	11/01/2023	\$24.93	\$14.50	\$16.15	\$0.00	\$55.58
	05/01/2024	\$25.66	\$14.50	\$16.15	\$0.00	\$56.31
	11/01/2024	\$26.42	\$14.50	\$16.15	\$0.00	\$57.07
	05/01/2025	\$27.27	\$14.50	\$16.15	\$0.00	\$57.92
	11/01/2025	\$28.03	\$14.50	\$16.15	\$0.00	\$58.68
	05/01/2026	\$28.88	\$14.50	\$16.15	\$0.00	\$59.53
	11/01/2026	\$29.64	\$14.50	\$16.15	\$0.00	\$60.29
	05/01/2027	\$30.49	\$14.50	\$16.15	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>electricians</i>	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
LOCAL 103 For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2023	\$43.96	\$14.75	\$16.15	\$0.00	\$74.86
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$44.97	\$14.75	\$16.15	\$0.00	\$75.87
	06/01/2024	\$46.03	\$14.75	\$16.15	\$0.00	\$76.93
	12/01/2024	\$47.21	\$14.75	\$16.15	\$0.00	\$78.11
	06/01/2025	\$48.27	\$14.75	\$16.15	\$0.00	\$79.17
	12/01/2025	\$49.44	\$14.75	\$16.15	\$0.00	\$80.34
	06/01/2026	\$50.50	\$14.75	\$16.15	\$0.00	\$81.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$51.68	\$14.75	\$16.15	\$0.00	\$82.58
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	06/01/2023	\$25.98	\$9.40	\$17.82	\$0.00	\$53.20
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$25.98	\$9.40	\$17.82	\$0.00	\$53.20
	06/01/2024	\$27.01	\$9.40	\$17.82	\$0.00	\$54.23
	12/01/2024	\$27.01	\$9.40	\$17.82	\$0.00	\$54.23
	06/01/2025	\$28.09	\$9.40	\$17.82	\$0.00	\$55.31
	12/01/2025	\$28.09	\$9.40	\$17.82	\$0.00	\$55.31
	06/01/2026	\$29.21	\$9.40	\$17.82	\$0.00	\$56.43
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2026	\$29.21	\$9.40	\$17.82	\$0.00	\$56.43
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2022	\$51.77	\$9.33	\$20.27	\$0.00	\$81.37

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Effec	ctive Date - 03/01/202				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50	\$25.89	\$9.33	\$1.79	\$0.00	\$37.01	
2	55	\$28.47	\$9.33	\$1.79	\$0.00	\$39.59	
3	60	\$31.06	\$9.33	\$14.90	\$0.00	\$55.29	
4	65	\$33.65	\$9.33	\$14.90	\$0.00	\$57.88	
5	70	\$36.24	\$9.33	\$16.69	\$0.00	\$62.26	
6	75	\$38.83	\$9.33	\$16.69	\$0.00	\$64.85	
7	80	\$41.42	\$9.33	\$18.48	\$0.00	\$69.23	
8	85	\$44.00	\$9.33	\$18.48	\$0.00	\$71.81	
Note	s: Steps are 750 hrs. % After 10/1/17; 45/4						
		\$39.66/ 5&6 \$60.32/ 7&8 \$67.10					
App ORK LIFT/CHERR	rentice to Journeyworke	06/01/2023	054.00	01475	\$16.15	\$0.00	¢0£ 10
ERATING ENGINEERS						\$0.00 \$0.00	\$85.18
		12/01/2023			\$16.15		\$86.43
		06/01/2024			\$16.15	\$0.00	\$87.73
		12/01/2024			\$16.15	\$0.00	\$89.18
		06/01/2025			\$16.15	\$0.00	\$90.48
		12/01/2025			\$16.15	\$0.00	\$91.93
		06/01/2026			\$16.15	\$0.00	\$93.23
For apprentice rates se	e "Apprentice- OPERATING E	12/01/2026 IGINEERS"	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
ENERATOR/LIGH	TING PLANT/HEATER		\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
ERATING ENGINEERS	LOCAL 4	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
		06/01/2024			\$16.15	\$0.00	\$67.87
		12/01/2024			\$16.15	\$0.00	\$68.82
		06/01/2025			\$16.15	\$0.00	\$69.67
		12/01/2025			\$16.15	\$0.00	\$70.62
		06/01/2026			\$16.15	\$0.00	\$71.48
		12/01/2026	4		\$16.15	\$0.00	\$72.43
For apprentice rates se	e "Apprentice- OPERATING E		÷ .1.00	<i>Q</i> <b>1</b> 11/0	*		
	LANK/AIR BARRIER/I	NTERIOR 07/01/2023	\$45.01	\$9.65	\$23.70	\$0.00	\$78.36
(STEMS) Aziers local 35 (zoi	177 7)	01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
ALIENO LUCAL 33 (201	NE 2)	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66

01/01/2025

\$47.96

\$9.95

\$23.95

\$0.00

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\$81.86

Supplemental

Unemployment

Total Rate

Pension

Effec Step	ive Date - percent	07/01/2023	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50		\$22.51	\$9.65	\$0.00	\$0.00	\$32.16	
2	55		\$24.76	\$9.65	\$6.55	\$0.00	\$40.96	
3	60		\$27.01	\$9.65	\$7.14	\$0.00	\$43.80	
4	65		\$29.26	\$9.65	\$7.74	\$0.00	\$46.65	
5	70		\$31.51	\$9.65	\$20.13	\$0.00	\$61.29	
6	75		\$33.76	\$9.65	\$20.73	\$0.00	\$64.14	
7	80		\$36.01	\$9.65	\$21.32	\$0.00	\$66.98	
8	90		\$40.51	\$9.65	\$22.51	\$0.00	\$72.67	
Effect	ive Date - percent	01/01/2024	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50		\$22.78	\$9.95	\$0.00	\$0.00	\$32.73	
2	55		\$25.06	\$9.95	\$6.66	\$0.00	\$41.67	
3	60		\$27.34	\$9.95	\$7.26	\$0.00	\$44.55	
4	65		\$29.61	\$9.95	\$7.87	\$0.00	\$47.43	
5	70		\$31.89	\$9.95	\$20.32	\$0.00	\$62.16	
б	75		\$34.17	\$9.95	\$20.93	\$0.00	\$65.05	
7	80		\$36.45	\$9.95	\$21.53	\$0.00	\$67.93	
8	90		\$41.00	\$9.95	\$22.74	\$0.00	\$73.69	
Notes								
i	Steps are	750 hrs.						
Appr	entice to Jo	urneyworker Ratio:1:1						
ΓING ENGINEE <i>ting engineers i</i>		S/GRADALLS	06/01/2023	\$ \$54.28	\$14.75	\$16.15	\$0.00	\$85.18
ING ENGINEERS I	ULAL 4		12/01/2023	\$ \$55.53	\$14.75	\$16.15	\$0.00	\$86.43
			06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
			12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
							\$0.00	

06/01/2026

12/01/2026

\$62.33 \$14.75 \$16.15

\$63.78 \$14.75 \$16.15

\$0.00

\$0.00

Effective Date Base Wage Health

Supplemental

Unemployment

Total Rate

Pension

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\$93.23

\$94.68

Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Effective Date	Dase wage	Health	1 chision	Unemployment	

		PERATING ENGINEERS - I	Local 4					
Efi Ste	fective Date - ep percent	06/01/2023	Apprentice Base Wage	Ugalth	Pension	Supplemental Unemployment	Total Rate	
	55 percent							
2	55 60		\$29.85	\$14.75	\$0.00	\$0.00	\$44.60	
3	65		\$32.57	\$14.75	\$16.15	\$0.00	\$63.47	
4	70		\$35.28	\$14.75	\$16.15	\$0.00	\$66.18	
5	75		\$38.00	\$14.75	\$16.15	\$0.00	\$68.90	
6	80		\$40.71	\$14.75	\$16.15	\$0.00	\$71.61	
7	85		\$43.42 \$46.14	\$14.75	\$16.15	\$0.00	\$74.32 \$77.04	
8	90		\$46.14 \$48.85	\$14.75	\$16.15 \$16.15	\$0.00 \$0.00	\$77.04 \$79.75	
0	30		\$48.83	\$14.75	\$10.15	\$0.00	\$19.13	
Efi	fective Date -	12/01/2023				Supplemental		
Ste	ep percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	55		\$30.54	\$14.75	\$0.00	\$0.00	\$45.29	
2	60		\$33.32	\$14.75	\$16.15	\$0.00	\$64.22	
3	65		\$36.09	\$14.75	\$16.15	\$0.00	\$66.99	
4	70		\$38.87	\$14.75	\$16.15	\$0.00	\$69.77	
5	75		\$41.65	\$14.75	\$16.15	\$0.00	\$72.55	
6	80		\$44.42	\$14.75	\$16.15	\$0.00	\$75.32	
7	85		\$47.20	\$14.75	\$16.15	\$0.00	\$78.10	
8	90		\$49.98	\$14.75	\$16.15	\$0.00	\$80.88	
	otes:	ourneyworker Ratio:1:6						
HVAC (DUCTWO	-	Juniey worker Ratio.1.0	08/01/202	2 0.57.01	£14.11	\$26.64	\$2.83	0100 50
SHEETMETAL WORKER			08/01/202			\$26.64 \$26.64		\$100.59 \$102.29
			02/01/202 08/01/202			\$26.64	\$2.83	\$102.29
			02/01/202			\$26.64	\$2.83	\$104.04
			08/01/202			\$26.64	\$2.83	\$105.79
			02/01/202			\$26.64	\$2.83	\$109.59
For apprentice rates	see "Apprentice-	SHEET METAL WORKER"			<i>Q</i> 1 1111			4107107
HVAC (ELECTRIC ELECTRICIANS LOCAL	103	ŕ	03/01/202	3 \$59.23	\$13.00	\$21.63	\$0.00	\$93.86
For apprentice rates								
SHEETMETAL WORKER		CING - AIK)	08/01/202			\$26.64	\$2.83	\$100.59
			02/01/202			\$26.64	\$2.83	\$102.29
			08/01/202			\$26.64 \$26.64	\$2.83	\$104.04
			02/01/202			\$26.64 \$26.64	\$2.83 \$2.83	\$105.79
			08/01/202			\$26.64 \$26.64		\$107.64
For apprentice rates	see "Apprentice-	SHEET METAL WORKER"	02/01/202	6 \$66.01	\$14.11	\$20.04	\$2.83	\$109.59

Apprentice - OPERATING ENGINEERS - Local 4

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER)	03/01/2023	\$63.43	\$12.50	\$20.80	\$0.00	\$96.73
PIPEFITTERS LOCAL 537	09/01/2023	\$65.18	\$12.50	\$20.80	\$0.00	\$98.48
	03/01/2024	\$66.98	\$12.50	\$20.80	\$0.00	\$100.28
	09/01/2024	\$68.78	\$12.50	\$20.80	\$0.00	\$102.08
	03/01/2025	\$70.58	\$12.50	\$20.80	\$0.00	\$103.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC	03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
PIPEFITTERS LOCAL 537	09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
	03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
	09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
	03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2023	\$44.33	\$9.40	\$17.82	\$0.00	\$71.55
LABORERS - ZONE 1	12/01/2023	\$45.58	\$9.40	\$17.82	\$0.00	\$72.80
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	06/01/2023	\$44.33	\$9.40	\$17.82	\$0.00	\$71.55
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$45.58	\$9.40	\$17.82	\$0.00	\$72.80
	06/01/2024	\$47.06	\$9.40	\$17.82	\$0.00	\$74.28
	12/01/2024	\$48.53	\$9.40	\$17.82	\$0.00	\$75.75
	06/01/2025	\$50.03	\$9.40	\$17.82	\$0.00	\$77.25
	12/01/2025	\$51.53	\$9.40	\$17.82	\$0.00	\$78.75
	06/01/2026	\$53.08	\$9.40	\$17.82	\$0.00	\$80.30
	12/01/2026	\$54.58	\$9.40	\$17.82	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

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

	Effectiv	ve Date - 09/01/2022				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total R	ate
	1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.	.15
	2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.	.47
	3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.	.81
	4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.	.13
	Notes:							-
		Steps are 1 year						1
	Apprer	tice to Journeyworker Ratio:1:4						_
IRONWORKER			03/16/2023	\$ \$52.72	\$8.35	\$26.70	\$0.00	\$87.77
IRONWORKERS LO	CAL 7 (BO	JSI ON AREA)	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Effective Date	Dase wage	Ticatui	rension	Unemployment	

	Effecti Step	ve Date -	03/16/2023	Apprentice Base Wage	Haalth	Pension	Supplemental Unemployment	Total Rate	-
		percent							
	1	60		\$31.63	\$8.35	\$26.70	\$0.00	\$66.68	3
	2	70		\$36.90	\$8.35	\$26.70	\$0.00	\$71.95	5
	3	75		\$39.54	\$8.35	\$26.70	\$0.00	\$74.59	)
	4	80		\$42.18	\$8.35	\$26.70	\$0.00	\$77.23	3
	5	85		\$44.81	\$8.35	\$26.70	\$0.00	\$79.86	5
	6	90		\$47.45	\$8.35	\$26.70	\$0.00	\$82.50	)
	Effecti	ve Date -	03/16/2024				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	e
	1	60		\$32.38	\$8.35	\$26.70	\$0.00	\$67.43	3
	2	70		\$37.78	\$8.35	\$26.70	\$0.00	\$72.83	3
	3	75		\$40.48	\$8.35	\$26.70	\$0.00	\$75.53	3
	4	80		\$43.18	\$8.35	\$26.70	\$0.00	\$78.23	3
	5	85		\$45.87	\$8.35	\$26.70	\$0.00	\$80.92	2
	6	90		\$48.57	\$8.35	\$26.70	\$0.00	\$83.62	2
	Notes:								
	Ì							1	
		ution to T-	urneyworker Ratio:1:4						
CKHAMMEI Orers - zone		VING BRE	EAKER OPERATOR	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
				12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice	rates see "	Apprentice- I	LABURER"						
BORER orers - zone				06/01/2023	\$43.58	\$9.40	\$17.82	\$0.00	\$70.80

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Encenve Date	Dase mage	incantin	1 choion	Unemployment	

	Effecti	ntice - LA ve Date -	BORER - Zone 1 06/01/2023				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	60		\$26.15	\$9.40	\$17.82	\$0.00	\$53.37	
	2	70		\$30.51	\$9.40	\$17.82	\$0.00	\$57.73	
	3	80		\$34.86	\$9.40	\$17.82	\$0.00	\$62.08	
	4	90		\$39.22	\$9.40	\$17.82	\$0.00	\$66.44	
	<b>Effecti</b> Step	ve Date - percent	12/01/2023	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	60		\$26.90	\$9.40	\$17.82	\$0.00	\$54.12	
	2	70		\$31.38	\$9.40	\$17.82	\$0.00	\$58.60	
	3	80		\$35.86	\$9.40	\$17.82	\$0.00	\$63.08	
	4	90		\$40.35	\$9.40	\$17.82	\$0.00	\$67.57	
	Notes:		rneyworker Ratio:1:5						
LABORER (HEA	••							<u> </u>	
LABORERS - ZONE			/	06/01/2023	4		\$17.82	\$0.00	\$70.80
				12/01/2023		\$9.40	\$17.82	\$0.00	\$72.05
				06/01/2024	\$46.31	\$9.40	\$17.82	\$0.00	\$73.53
				12/01/2024	\$47.78	\$9.40	\$17.82	\$0.00	\$75.00

06/01/2025

12/01/2025

06/01/2026

12/01/2026

\$49.28

\$50.78

\$52.33

\$53.83

\$9.40

\$9.40

\$9.40

\$9.40

\$17.82

\$17.82

\$17.82

\$17.82

\$0.00

\$0.00

\$0.00

\$0.00

\$76.50

\$78.00

\$79.55

\$81.05

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Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Ellecuve Date	Dase wage	пеани	1 chision	Unemployment	

	Step	e Date - percent	06/01/2023	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	æ
	1	60		\$26.15	\$9.40	\$17.82	\$0.00	\$53.3	7
	2	70		\$30.51	\$9.40	\$17.82	\$0.00	\$57.7	3
	3	80		\$34.86	\$9.40	\$17.82	\$0.00	\$62.0	8
	4	90		\$39.22	\$9.40	\$17.82	\$0.00	\$66.4	4
	Effectiv Step	e Date - percent	12/01/2023	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat	te
	1	60		\$26.90	\$9.40	\$17.82	\$0.00	\$54.1	2
	2	70		\$31.38	\$9.40	\$17.82	\$0.00	\$58.6	0
	3	80		\$35.86	\$9.40	\$17.82	\$0.00	\$63.0	8
	4	90		\$40.35	\$9.40	\$17.82	\$0.00	\$67.5	7
	Notes:								
	Appren	tice to Jo	urneyworker Ratio:1:5						
ABORER: CA		ER TEND	ER	06/01/202	3 \$43.58	\$9.40	\$17.82	\$0.00	\$70.80
4BORERS - ZON	E 1			12/01/202			\$17.82	\$0.00	\$72.05
For apprentice	e rates see "A	Apprentice- I	ABORER"						
ABORER: CH 4 <i>borers - zom</i>		INISHER	TENDER	06/01/202	3 \$43.58	\$9.40	\$17.82	\$0.00	\$70.80
				12/01/202	3 \$44.83	\$9.40	\$17.82	\$0.00	\$72.05
For apprentice									
ABORER: HI 1 <i>BORERS - ZON</i> I		US WAS	ΓΕ/ASBESTOS REMOVE	00/01/202			\$17.82	\$0.00	\$70.95
For apprentice	rates see "A	Apprentice- I	ABORER"	12/01/202	3 \$44.98	\$9.40	\$17.82	\$0.00	\$72.20
ABORER: M				06/01/202	3 \$43.83	\$9.40	\$17.82	\$0.00	\$71.05
4BORERS - ZONI	E 1			06/01/202			\$17.82	\$0.00	\$72.30
For apprentice	rates see "A	Apprentice- I	ABORER"						
			HEAVY & HIGHWAY)	06/01/202	3 \$43.83	\$9.40	\$17.82	\$0.00	\$71.05
BORERS - ZON	e i (heavi	& HIGHWA	Y)	12/01/202	3 \$45.08	\$9.40	\$17.82	\$0.00	\$72.30
				06/01/202	4 \$46.56	\$9.40	\$17.82	\$0.00	\$73.78
				12/01/202	4 \$48.03	\$9.40	\$17.82	\$0.00	\$75.25
				06/01/202	5 \$49.53	\$9.40	\$17.82	\$0.00	\$76.75
				12/01/202	5 \$51.03	\$9.40	\$17.82	\$0.00	\$78.25
				06/01/202			\$17.82	\$0.00	\$79.80
Fana (*			ADODED (II	12/01/202			\$17.82	\$0.00	\$81.30
			ABORER (Heavy and Highway)				\$17.0 <b>2</b>		
ABORER: M 180rers - zom		ADE LEN	IDEK	06/01/202 12/01/202			\$17.82 \$17.82	\$0.00 \$0.00	\$70.80 \$72.05
For apprentice	rates see "A	Apprentice- I	ABORER"	12/01/202	, ф44.62	φ2.40	φ17.02	ψ0.00	φ72.0J
ABORER: TH		OVER		06/01/202	3 \$43.58	\$9.40	\$17.82	\$0.00	\$70.80
ikorers - ZOM	51			12/01/202	3 \$44.83	\$9.40	\$17.82	\$0.00	\$72.05

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
	06/01/2024	\$46.56	\$9.40	\$17.82	\$0.00	\$73.78
	12/01/2024	\$48.03	\$9.40	\$17.82	\$0.00	\$75.25
	06/01/2025	\$49.53	\$9.40	\$17.82	\$0.00	\$76.75
	12/01/2025	\$51.03	\$9.40	\$17.82	\$0.00	\$78.25
	06/01/2026	\$52.58	\$9.40	\$17.82	\$0.00	\$79.80
	12/01/2026	\$54.08	\$9.40	\$17.82	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
DRICKLINERD DOCHL J - MARDLE & TILE	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

#### Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile Effective Date - 08/01/2023

	ve Date -	08/01/2023				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$23.95	\$11.49	\$20.37	\$0.00	\$55.81
2	60		\$28.73	\$11.49	\$20.37	\$0.00	\$60.59
3	70		\$33.52	\$11.49	\$20.37	\$0.00	\$65.38
4	80		\$38.31	\$11.49	\$20.37	\$0.00	\$70.17
5	90		\$43.10	\$11.49	\$20.37	\$0.00	\$74.96
Effecti	ve Date -	02/01/2024				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$24.45	\$11.49	\$20.37	\$0.00	\$56.31
2	60		\$29.33	\$11.49	\$20.37	\$0.00	\$61.19
3	70		\$34.22	\$11.49	\$20.37	\$0.00	\$66.08
4	80		\$39.11	\$11.49	\$20.37	\$0.00	\$70.97
5	90		\$44.00	\$11.49	\$20.37	\$0.00	\$75.86
Notes:							
110103.							
Appre	ntice to Jo	urneyworker Ratio:1:3					

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Apprentice -	MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile
Effective Dete	08/01/2022

Effect	tive Date -	08/01/2023				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$31.21	\$11.49	\$22.31	\$0.00	\$65.01	
2	60		\$37.45	\$11.49	\$22.31	\$0.00	\$71.25	
3	70		\$43.69	\$11.49	\$22.31	\$0.00	\$77.49	
4	80		\$49.94	\$11.49	\$22.31	\$0.00	\$83.74	
5	90		\$56.18	\$11.49	\$22.31	\$0.00	\$89.98	
Effect	tive Date -	02/01/2024				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$31.84	\$11.49	\$22.31	\$0.00	\$65.64	
2	60		\$38.20	\$11.49	\$22.31	\$0.00	\$72.00	
3	70		\$44.57	\$11.49	\$22.31	\$0.00	\$78.37	
4	80		\$50.94	\$11.49	\$22.31	\$0.00	\$84.74	
5	90		\$57.30	\$11.49	\$22.31	\$0.00	\$91.10	
Notes								
i								
Appr	entice to Jo	urneyworker Ratio:1:5						
MECH. SWEEPER OF	· · · · · · · · · · · · · · · · · · ·	ON CONST. SITES)	06/01/2023	\$ \$53.69	\$14.75	\$16.15	\$0.00	\$84.59
Operai ing engineers l	JOCAL 4		12/01/2023	\$ \$54.93	\$14.75	\$16.15	\$0.00	\$85.83
			06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
			12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
			06/01/202	5 \$58.93	\$14.75	\$16.15	\$0.00	\$89.83
			12/01/2025	5 \$60.37	\$14.75	\$16.15	\$0.00	\$91.27
			06/01/2020	5 \$61.65	\$14.75	\$16.15	\$0.00	\$92.55
			12/01/2020	5 \$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECHANICS MAINTENANCE	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
MILLWRIGHT (Zone 1) MILLWRIGHTS LOCAL 1121 - Zone 1	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42

G.	tive Date - 01/02/2023			x 1.1	. ·	Supplemental	<b>T</b> (1 <b>D</b> )	
Step	percent	Apprentice Base	0		Pension	Unemployment	Total Rate	
1	55	\$26.00	I	\$8.58	\$5.72	\$0.00	\$40.30	
2	65	\$30.73		\$8.58	\$17.93	\$0.00	\$57.24	
3	75	\$35.45		\$8.58	\$18.98	\$0.00	\$63.01	
4	85	\$40.18		\$8.58	\$20.01	\$0.00	\$68.77	
		red after 1/6/2020 receive no per (Step 1 \$5.72, Step 2 \$6.66) Ratio:1:4	ision,					
MORTAR MIXER		06/0	1/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
ABORERS - ZONE 1		12/0	1/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see	"Apprentice- LABORER"							
DILER (OTHER THAN TRUCK CRANES,GRADALLS) pperating engineers local 4		ADALLS) 06/0	1/2023	\$24.34	\$14.75	\$16.15	\$0.00	\$55.24
		12/0	1/2023	\$24.91	\$14.75	\$16.15	\$0.00	\$55.81
		06/0	1/2024	\$25.51	\$14.75	\$16.15	\$0.00	\$56.41
		12/0	1/2024	\$26.17	\$14.75	\$16.15	\$0.00	\$57.07
		06/0	1/2025	\$26.77	\$14.75	\$16.15	\$0.00	\$57.67
		12/0	1/2025	\$27.43	\$14.75	\$16.15	\$0.00	\$58.33
		06/0	1/2026	\$28.02	\$14.75	\$16.15	\$0.00	\$58.92
			1/2026	\$28.69	\$14.75	\$16.15	\$0.00	\$59.59
	"Apprentice- OPERATING ENC	GINEERS"						
DILER (TRUCK CRA DPERATING ENGINEERS L		06/0	1/2023	\$29.67	\$14.75	\$16.15	\$0.00	\$60.57
		12/0	1/2023	\$30.36	\$14.75	\$16.15	\$0.00	\$61.26
		06/0	1/2024	\$31.08	\$14.75	\$16.15	\$0.00	\$61.98
		12/0	1/2024	\$31.88	\$14.75	\$16.15	\$0.00	\$62.78
		06/0	1/2025	\$32.60	\$14.75	\$16.15	\$0.00	\$63.50
		12/0	1/2025	\$33.40	\$14.75	\$16.15	\$0.00	\$64.30
				60410	014.55	01/15	¢0.00	0.00
		06/0	1/2026	\$34.12	\$14.75	\$16.15	\$0.00	\$65.02

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
PAINTER (BRIDGES/TANKS)	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

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

Effecti	ive Date -	07/01/2023				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total	Rate
1	50		\$27.76	\$9.65	\$0.00	\$0.00	\$3	7.41
2	55		\$30.53	\$9.65	\$6.55	\$0.00	\$4	6.73
3	60		\$33.31	\$9.65	\$7.14	\$0.00	\$5	0.10
4	65		\$36.08	\$9.65	\$7.74	\$0.00	\$5	3.47
5	70		\$38.86	\$9.65	\$20.13	\$0.00	\$6	8.64
6	75		\$41.63	\$9.65	\$20.73	\$0.00	\$7	2.01
7	80		\$44.41	\$9.65	\$21.32	\$0.00	\$7	5.38
8	90		\$49.96	\$9.65	\$22.51	\$0.00	\$8	2.12
	ive Date -	01/01/2024				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total	Rate
1	50		\$28.03	\$9.95	\$0.00	\$0.00	\$3	7.98
2	55		\$30.83	\$9.95	\$6.66	\$0.00	\$4	7.44
3	60		\$33.64	\$9.95	\$7.26	\$0.00	\$5	0.85
4	65		\$36.44	\$9.95	\$7.87	\$0.00	\$5	4.26
5	70		\$39.24	\$9.95	\$20.32	\$0.00	\$6	9.51
6	75		\$42.05	\$9.95	\$20.93	\$0.00	\$7	2.93
7	80		\$44.85	\$9.95	\$21.53	\$0.00	\$7	6.33
8	90		\$50.45	\$9.95	\$22.74	\$0.00	\$8	3.14
Notes:								_
İ	Steps are 7	750 hrs.						
Appre	ntice to Jou	rneyworker Ratio:1:1						
INTER (SPRAY OR SANDBLAST, NEW) * If 30% or more of surfaces to be painted are new construction, IN paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>			07/01/2023	\$ \$46.41	\$9.65	\$23.70	\$0.00	\$79.76
			<b>ب</b> 01/01/2024	\$46.96	\$9.95	\$23.95	\$0.00	\$80.86
E v pana nao shan oo asoa, maxima ao an si - 2018 2		07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06	
			01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
sue Date: 08/14/20		Wage Reques	t Number: 202308					Раде 2

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Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Effective Date	Base Wage	Health	Pension	Unemployment	Total I

	fective Date -					Supplemental		
Ste	ep percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$23.21	\$9.65	\$0.00	\$0.00	\$32.86	
2	55		\$25.53	\$9.65	\$6.55	\$0.00	\$41.73	
3	60		\$27.85	\$9.65	\$7.14	\$0.00	\$44.64	
4	65		\$30.17	\$9.65	\$7.74	\$0.00	\$47.56	
5	70		\$32.49	\$9.65	\$20.13	\$0.00	\$62.27	
6	75		\$34.81	\$9.65	\$20.73	\$0.00	\$65.19	
7	80		\$37.13	\$9.65	\$21.32	\$0.00	\$68.10	
8	90		\$41.77	\$8.65	\$22.51	\$0.00	\$72.93	
Ef Ste	fective Date - ep percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	50		\$23.48	\$9.95	\$0.00	\$0.00	\$33.43	
2	55		\$25.83	\$9.95 \$9.95	\$0.00 \$6.66	\$0.00	\$35.45 \$42.44	
3	60							
4	65		\$28.18	\$9.95	\$7.26	\$0.00	\$45.39	
4	70		\$30.52	\$9.95	\$7.87	\$0.00	\$48.34	
6			\$32.87	\$9.95	\$20.32	\$0.00	\$63.14	
	75		\$35.22	\$9.95	\$20.93	\$0.00	\$66.10	
7	80		\$37.57	\$9.95	\$21.53	\$0.00	\$69.05	
8	90		\$42.26	\$9.95	\$22.74	\$0.00	\$74.95	
No	otes:							
i	Steps ar	e 750 hrs.					İ	
A	oprentice to J	ourneyworker Ratio:1:1						
· · ·		LAST, REPAINT)	07/01/2023	3 \$44.47	\$9.65	\$23.70	\$0.00	\$77.82
AINTERS LOCAL 35	LOIVE Z		01/01/2024	\$45.02	\$9.95	\$23.95	\$0.00	\$78.92
			07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
			01/01/2025	5 \$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

Issue Date: 08/14/2023

Wage Request Number: 20230814-040

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Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Effective Date	Base Wage	Health	Pension	Unemployment	lotal Ra

	Effectiv	ve Date -	07/01/2023				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$22.24	\$9.65	\$0.00	\$0.00	\$31.89	
	2	55		\$24.46	\$9.65	\$6.55	\$0.00	\$40.66	
	3	60		\$26.68	\$9.65	\$7.14	\$0.00	\$43.47	
	4	65		\$28.91	\$9.65	\$7.74	\$0.00	\$46.30	
	5	70		\$31.13	\$9.65	\$20.13	\$0.00	\$60.91	
	6	75		\$33.35	\$9.65	\$20.73	\$0.00	\$63.73	
	7	80		\$35.58	\$9.65	\$21.32	\$0.00	\$66.55	
	8	90		\$40.02	\$9.65	\$22.51	\$0.00	\$72.18	
	Effectiv Step	ve Date -	01/01/2024	Apprentice Base Wage	TT 14h	Pension	Supplemental Unemployment	Total Rate	
	1	percent							
	2	50		\$22.51	\$9.95	\$0.00	\$0.00	\$32.46	
		55		\$24.76	\$9.95	\$6.66	\$0.00	\$41.37	
	3	60		\$27.01	\$9.95	\$7.26	\$0.00	\$44.22	
	4	65		\$29.26	\$9.95	\$7.87	\$0.00	\$47.08	
	5	70		\$31.51	\$9.95	\$20.32	\$0.00	\$61.78	
	6	75		\$33.77	\$9.95	\$20.93	\$0.00	\$64.65	
	7	80		\$36.02	\$9.95	\$21.53	\$0.00	\$67.50	
	8	90		\$40.52	\$9.95	\$22.74	\$0.00	\$73.21	
	NT - 4								
	Notes:	Steps are	750 hrs.						
	Apprer	tice to Joi	ırneyworker Ratio:1:1						
PAINTER / TAP			· · · · · · · · · · · · · · · · · · ·	07/01/2023	\$ \$45.01	\$9.65	\$23.70	\$0.00	\$78.36
			painted are new constructior ERS LOCAL 35 - ZONE 2	n, 01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
THE W Partic Tate S	man de	uscu. <i>FAINI</i>	ERU LUCAL 3J - ZUIVE Z	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
				01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

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

Issue Date: 08/14/2023

Wage Request Number: 20230814-040

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Enceuve Date	Dase mage	ricann	1 choion	Unemployment	

	Appror							
		ve Date - 07/01/2023	A	TT. 14	D	Supplemental	T-4-1 D-4-	
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$22.51	\$9.65	\$0.00	\$0.00	\$32.16	
	2	55	\$24.76	\$9.65	\$6.55	\$0.00	\$40.96	
	3	60	\$27.01	\$9.65	\$7.14	\$0.00	\$43.80	
	4	65	\$29.26	\$9.65	\$7.74	\$0.00	\$46.65	
	5	70	\$31.51	\$9.65	\$20.13	\$0.00	\$61.29	
	6	75	\$33.76	\$9.65	\$20.73	\$0.00	\$64.14	
	7	80	\$36.01	\$9.65	\$21.32	\$0.00	\$66.98	
	8	90	\$40.51	\$9.65	\$22.51	\$0.00	\$72.67	
	Effecti	ve Date - 01/01/2024				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50	\$22.78	\$9.95	\$0.00	\$0.00	\$32.73	
	2	55	\$25.06	\$9.95	\$6.66	\$0.00	\$41.67	
	3	60	\$27.34	\$9.95	\$7.26	\$0.00	\$44.55	
	4	65	\$29.61	\$9.95	\$7.87	\$0.00	\$47.43	
	5	70	\$31.89	\$9.95	\$20.32	\$0.00	\$62.16	
	6	75	\$34.17	\$9.95	\$20.93	\$0.00	\$65.05	
	7	80	\$36.45	\$9.95	\$21.53	\$0.00	\$67.93	
	8	90	\$41.00	\$9.95	\$22.74	\$0.00	\$73.69	
	Notes:							
		Steps are 750 hrs.						
	Appre	tice to Journeyworker Ratio:1:	1					
	· · ·	USH, REPAINT)	07/01/2023	\$43.07	\$9.65	\$23.70	\$0.00	\$76.42
PAINTERS LOCAL 3	J - ZONE	2	01/01/2024	\$43.62	\$9.95	\$23.95	\$0.00	\$77.52
			07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
			01/01/2025	5 \$46.02	\$9.95	\$23.95	\$0.00	\$79.92

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

Issue Date: 08/14/2023

14/2023 Wage Request Number: 20230814-040

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Effective Date	Dase wage	Health	1 clision	Unemployment	

	Step	ive Date - percent	07/01/2023	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50		\$21.54	\$9.65	\$0.00	\$0.00	\$31.19	
	2	55		\$23.69	\$9.65	\$6.27	\$0.00	\$39.61	
	3	60		\$25.84	\$9.65	\$6.84	\$0.00	\$42.33	
	4	65		\$28.00	\$9.65	\$7.41	\$0.00	\$45.06	
	5	70		\$30.15	\$9.65	\$19.78	\$0.00	\$59.58	
	6	75		\$32.30	\$9.65	\$20.35	\$0.00	\$62.30	
	7	80		\$34.46	\$9.65	\$20.92	\$0.00	\$65.03	
	8	90		\$38.76	\$9.65	\$22.06	\$0.00	\$70.47	
	Effect	ive Date -	01/01/2024				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$21.81	\$9.95	\$0.00	\$0.00	\$31.76	
	2	55		\$23.99	\$9.95	\$6.66	\$0.00	\$40.60	
	3	60		\$26.17	\$9.95	\$7.26	\$0.00	\$43.38	
	4	65		\$28.35	\$9.95	\$7.87	\$0.00	\$46.17	
	5	70		\$30.53	\$9.95	\$20.32	\$0.00	\$60.80	
	6	75		\$32.72	\$9.95	\$20.93	\$0.00	\$63.60	
	7	80		\$34.90	\$9.95	\$21.53	\$0.00	\$66.38	
	8	90		\$39.26	\$9.95	\$22.74	\$0.00	\$71.95	
	Notes:	Steps are	750 hrs						
			rneyworker Ratio:1:1						
		IARKINGS 'Y & <i>highwa</i> i	(HEAVY/HIGHWAY)	06/01/2023	\$43.58	\$9.40	\$17.82	\$0.00	\$70.80
			~	12/01/2023		\$9.40	\$17.82	\$0.00	\$72.05
				06/01/2024	\$46.31	\$9.40	\$17.82	\$0.00	\$73.53
				12/01/2024		\$9.40	\$17.82	\$0.00	\$75.00
				06/01/2025		\$9.40	\$17.82	\$0.00	\$76.50
				12/01/2025		\$9.40	\$17.82	\$0.00	\$78.00
				06/01/2026	\$52.33	\$9.40	\$17.82	\$0.00	\$79.55
For apprenti	ce rates see	"Apprentice- L	ABORER (Heavy and Highway)	12/01/2026	\$53.83	\$9.40	\$17.82	\$0.00	\$81.05
ANEL & PIO	CKUP TR	UCKS DRI	VER	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
			OR (UNDERPINNING AND	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
LE DRIVER LO For apprenti			ILE DRIVER"						
ILE DRIVE	R	ONE 1)		08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

## Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Issue Date: 08/14/2023

Wage Request Number: 20230814-040

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Effective Date	Dase mage	man	rension	Unemployment	

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06	
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96	
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87	
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32	
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78	
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78	
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68	
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68	
Not	% Indentured After 10	/1/17; 45/45/55/55/70/70/80/80 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25					
	Step 1&2 \$54.017 5&4						
App	orentice to Journeyworker	Ratio:1:5					
FITTER & STE	AMFITTER	03/01/2021	\$ \$63.43	\$12.25	\$20.80	\$0.00	\$96.4
••	AMFITTER		+		\$20.80 \$20.80	\$0.00 \$0.00	\$96.4 \$98.2
FITTER & STE	AMFITTER	03/01/2023	\$65.18	\$12.25			
FITTER & STE	AMFITTER	03/01/202: 09/01/202:	\$65.18 \$66.98	\$12.25	\$20.80	\$0.00	\$98.2

#### Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2023

Effectiv	ve Date -	03/01/2023				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	40		\$25.37	\$12.25	\$8.55	\$0.00	\$46.17	
2	45		\$28.54	\$12.25	\$20.80	\$0.00	\$61.59	
3	60		\$38.06	\$12.25	\$20.80	\$0.00	\$71.11	
4	70		\$44.40	\$12.25	\$20.80	\$0.00	\$77.45	
5	80		\$50.74	\$12.25	\$20.80	\$0.00	\$83.79	

Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	40	\$26.07	\$12.25	\$8.55	\$0.00	\$46.87
2	45	\$29.33	\$12.25	\$20.80	\$0.00	\$62.38
3	60	\$39.11	\$12.25	\$20.80	\$0.00	\$72.16
4	70	\$45.63	\$12.25	\$20.80	\$0.00	\$78.68
5	80	\$52.14	\$12.25	\$20.80	\$0.00	\$85.19

Apprentice to Journeyworker Ratio:\*\*

Issue Date: 08/14/2023

Wage Request Number: 20230814-040

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
	06/01/2024	\$46.56	\$9.40	\$17.82	\$0.00	\$73.78
	12/01/2024	\$48.03	\$9.40	\$17.82	\$0.00	\$75.25
	06/01/2025	\$49.53	\$9.40	\$17.82	\$0.00	\$76.75
	12/01/2025	\$51.03	\$9.40	\$17.82	\$0.00	\$78.25
	06/01/2026	\$52.58	\$9.40	\$17.82	\$0.00	\$79.80
	12/01/2026	\$54.08	\$9.40	\$17.82	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBERS & GASFITTERS	02/26/2023	\$64.69	\$14.07	\$18.86	\$0.00	\$97.62
PLUMBERS & GASFITTERS LOCAL 12	09/03/2023	\$66.44	\$14.07	\$18.86	\$0.00	\$99.37
	03/03/2024	\$68.24	\$14.07	\$18.86	\$0.00	\$101.17
	09/01/2024	\$70.04	\$14.07	\$18.86	\$0.00	\$102.97
	03/02/2025	\$71.84	\$14.07	\$18.86	\$0.00	\$104.77

### Apprentice - PLUMBER/GASFITTER - Local 12

Effective D	ate - 02/26/2023				Supplemental	
Step per	cent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1 35		\$22.64	\$14.07	\$6.80	\$0.00	\$43.51
2 40		\$25.88	\$14.07	\$7.72	\$0.00	\$47.67
3 55		\$35.58	\$14.07	\$10.51	\$0.00	\$60.16
4 65		\$42.05	\$14.07	\$12.36	\$0.00	\$68.48
5 75		\$48.52	\$14.07	\$14.22	\$0.00	\$76.81

Effecti	ve Date - 09/03/2023				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	35	\$23.25	\$14.07	\$6.80	\$0.00	\$44.12	
2	40	\$26.58	\$14.07	\$7.72	\$0.00	\$48.37	
3	55	\$36.54	\$14.07	\$10.51	\$0.00	\$61.12	
4	65	\$43.19	\$14.07	\$12.36	\$0.00	\$69.62	
5	75	\$49.83	\$14.07	\$14.22	\$0.00	\$78.12	
Notes:	** 1:2; 2:6; 3:10; 4:14; 5:19/Steps ar Step4 with lic\$69.00, Step5 with lic\$ ntice to Journeyworker Ratio:**						
PNEUMATIC CONTRO PIPEFITTERS LOCAL 537	DLS (TEMP.)	03/01/2023	8 \$63.43	\$12.00	\$20.80	\$0.00	\$96.23
FIFEFIIIERS LOCAL 537		09/01/2023	\$65.18	\$12.00	\$20.80	\$0.00	\$97.98
		03/01/2024	\$66.98	\$12.00	\$20.80	\$0.00	\$99.78
		09/01/2024	\$68.78	\$12.00	\$20.80	\$0.00	\$101.58
		03/01/2025	5 \$70.58	\$12.00	\$20.80	\$0.00	\$103.38

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

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
	06/01/2024	\$46.56	\$9.40	\$17.82	\$0.00	\$73.78
	12/01/2024	\$48.03	\$9.40	\$17.82	\$0.00	\$75.25
	06/01/2025	\$49.53	\$9.40	\$17.82	\$0.00	\$76.75
	12/01/2025	\$51.03	\$9.40	\$17.82	\$0.00	\$78.25
	06/01/2026	\$52.58	\$9.40	\$17.82	\$0.00	\$79.80
	12/01/2026	\$54.08	\$9.40	\$17.82	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER LABORERS - ZONE 1	06/01/2023	\$44.58	\$9.40	\$17.82	\$0.00	\$71.80
	12/01/2023	\$45.83	\$9.40	\$17.82	\$0.00	\$73.05
For apprentice rates see "Apprentice- LABORER" POWDERMAN & BLASTER (HEAVY & HIGHWAY)						
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2023	\$44.58	\$9.40	\$17.82	\$0.00	\$71.80
	12/01/2023	\$45.83	\$9.40	\$17.82	\$0.00	\$73.05
	06/01/2024	\$47.31	\$9.40	\$17.82	\$0.00	\$74.53
	12/01/2024	\$48.78	\$9.40	\$17.82	\$0.00	\$76.00
	06/01/2025	\$50.28	\$9.40	\$17.82	\$0.00	\$77.50
	12/01/2025	\$51.78	\$9.40	\$17.82	\$0.00	\$79.00
	06/01/2026	\$53.33	\$9.40	\$17.82	\$0.00	\$80.55
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2026	\$54.83	\$9.40	\$17.82	\$0.00	\$82.05
POWER SHOVEL/DERRICK/TRENCHING MACHINE	0.0/01/2022	054.00	014.75	¢16.15	#0.00	<b>605 10</b>
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
PUMP OPERATOR (CONCRETE)	0.0101/2022	054.00	014.75	\$16.15	\$0.00	#05 10
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.28	\$14.75		\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

 Issue Date:
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Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER)		06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
OPERATING ENGINEERS LOCAL 4		12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
		06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
		12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
		06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
		12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
		06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
		12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGIN	NEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 170 - Rosenfeld (Walpole)		05/01/2023	\$29.40	\$12.46	\$8.00	\$0.00	\$49.86
BAINSTERS 170 - Rosenjeta (wapote)		01/01/2024	\$29.40	\$12.96	\$8.00	\$0.00	\$50.36
		05/01/2024	\$30.15	\$13.96	\$8.00	\$0.00	\$52.11
		01/01/2025	\$30.15	\$13.46	\$8.00	\$0.00	\$51.61
		05/01/2025	\$30.90	\$13.46	\$8.25	\$0.00	\$52.61
		01/01/2026	\$30.90	\$13.96	\$8.25	\$0.00	\$53.11
		05/01/2026	\$31.90	\$13.96	\$8.25	\$0.00	\$54.11
		01/01/2027	\$31.90	\$14.46	\$8.25	\$0.00	\$54.61
		05/01/2027	\$32.90	\$14.46	\$8.25	\$0.00	\$55.61
RECLAIMERS		06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4		12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
		06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
		12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
		06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
		12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
		06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
		12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGING	NEERS"	12.01.2020	<i><b>4</b>05.07</i>	φ1 1.75	+	+	Ψ.Ο.Ο.Ο
RIDE-ON MOTORIZED BUGGY OPERATOR		06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1		12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE		06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4		12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
		06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
		12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
		06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
		12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
		06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
		12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGIN	NEERS"						
ROOFER (Inc.Roofer Waterproofing & Roofer Dan	nproofg)	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
ROOFERS LOCAL 33		02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
		08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
		02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
		08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
		02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Ellecuve Date	Dase wage	Health	1 choion	Unemployment	

			OOFER - Local 33						
		ve Date -	08/01/2023	America Decembra	TT 1d.	Pension	Supplemental	T-4-1 D-4-	
	Step 1	percent		Apprentice Base Wage			Unemployment	Total Rate	
		50		\$25.02	\$12.78	\$5.59	\$0.00	\$43.39	
	2	60		\$30.02	\$12.78	\$20.20	\$0.00	\$63.00	
	3	65		\$32.52	\$12.78	\$20.20	\$0.00	\$65.50	
	4	75		\$37.52	\$12.78	\$20.20	\$0.00	\$70.50	
	5	85		\$42.53	\$12.78	\$20.20	\$0.00	\$75.51	
	Effectiv	ve Date -	02/01/2024				Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	50		\$25.64	\$12.78	\$5.59	\$0.00	\$44.01	
	2	60		\$30.77	\$12.78	\$20.20	\$0.00	\$63.75	
	3	65		\$33.33	\$12.78	\$20.20	\$0.00	\$66.31	
	4	75		\$38.46	\$12.78	\$20.20	\$0.00	\$71.44	
	5	85		\$43.59	\$12.78	\$20.20	\$0.00	\$76.57	
		Step 1 is 2 (Hot Pitch	-10, the 1:10; Reroofing: 1:4 2000 hrs.; Steps 2-5 are 1000 h Mechanics' receive \$1.00 h	) hrs.					
	Apprer	tice to Joi	rneyworker Ratio:**						
ROOFER SLAT		E / PRECA	ST CONCRETE	08/01/2023	3 \$50.2	28 \$12.78	\$20.20	\$0.00	\$83.26
ROOPERS LOCAL :	53			02/01/2024	4 \$51.5	53 \$12.78	\$20.20	\$0.00	\$84.51
				08/01/2024	4 \$53.0	3 \$12.78	\$20.20	\$0.00	\$86.01
				02/01/2025	5 \$54.2	28 \$12.78	\$20.20	\$0.00	\$87.26
				08/01/2025	5 \$55.7	78 \$12.78	\$20.20	\$0.00	\$88.76
For apprentice	rates see "	Apprentice- R	OOFER"	02/01/2020	5 \$57.0	\$12.78	\$20.20	\$0.00	\$90.01
SHEETMETAL				08/01/2023	3 \$57.0	01 \$14.11	\$26.64	\$2.83	\$100.59
SHEETMETAL WOI				02/01/2024			\$26.64 \$26.64	\$2.83	\$100.39
				08/01/2024			\$26.64 \$26.64	\$2.83	\$102.29 \$104.04
				02/01/202			\$26.64 \$26.64	\$2.83	\$104.04 \$105.79
				08/01/2023			\$26.64 \$26.64	\$2.83	\$103.79 \$107.64
				02/01/202			\$26.64 \$26.64	\$2.83	\$107.64 \$109.59
				02/01/2020	, 200'r	)1 \$14.11	φ20.0 <del>4</del>	φ2.05	\$109.J9

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Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Lincola to Date	Dase mage	1100000		Unemployment	

\$14.11 \$6.13 \$0.00

Effect	ive Date -	08/01/2023				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	42		\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
2	42		\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
3	47		\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
4	47		\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
5	52		\$29.65	\$14.11	\$12.88	\$1.70	\$58.34
6	52		\$29.65	\$14.11	\$13.13	\$1.70	\$58.59
7	60		\$34.21	\$14.11	\$14.54	\$1.89	\$64.75
8	65		\$37.06	\$14.11	\$15.52	\$2.00	\$68.69
9	75		\$42.76	\$14.11	\$17.48	\$2.23	\$76.58
10	85		\$48.46	\$14.11	\$18.94	\$2.45	\$83.96
Effect	ive Date -	02/01/2024				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	42		\$24.66	\$14.11	\$6.13	\$0.00	\$44.90

#### Apprentice - SHEET METAL WORKER - Local 17-A Effective Date - 08/01/2023

3 47		\$27.59	\$14.11	\$11.90	\$1.61	\$55.2	1
4 47		\$27.59	\$14.11	\$11.90	\$1.61	\$55.2	1
5 52		\$30.53	\$14.11	\$12.88	\$1.73	\$59.2	5
6 52		\$30.53	\$14.11	\$13.13	\$1.73	\$59.5	0
7 60		\$35.23	\$14.11	\$14.54	\$1.92	\$65.8	0
8 65		\$38.16	\$14.11	\$15.52	\$2.03	\$69.8	2
9 75		\$44.03	\$14.11	\$17.48	\$2.27	\$77.8	9
10 85		\$49.90	\$14.11	\$18.94	\$2.49	\$85.4	4
Notes: Steps are 6						 	
Apprentice to Jour	neyworker Ratio:1:4						
PECIALIZED EARTH MOVING I SAMSTERS JOINT COUNCIL NO. 10 ZONE		12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
PECIALIZED EARTH MOVING I BAMSTERS JOINT COUNCIL NO. 10 ZONE		12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
PRINKLER FITTER		03/01/2023	\$66.20	\$10.90	\$23.20	\$0.00	\$100.30
PRINKLER FITTERS LOCAL 550 - (Section.	A) Zone I	10/01/2023	\$67.95	\$10.90	\$23.20	\$0.00	\$102.05
		03/01/2024	\$69.75	\$10.90	\$23.20	\$0.00	\$103.85
		05/01/2024	<i><i><i>ϕ</i>ϕϕϕϕϕϕϕϕϕϕϕ</i></i>	+			
		10/01/2024	+	\$10.90	\$23.20	\$0.00	\$105.65

\$24.66

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\$44.90

Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
Directario Date	Dabe mage	1100000		Unemployment	

		ve Date - 03/01/2023				Gunnland 1		
	tep	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	l	35	\$23.17	\$10.90	\$12.80	\$0.00	\$46.87	
2	2	40	\$26.48	\$10.90	\$13.60	\$0.00	\$50.98	
2	3	45	\$29.79	\$10.90	\$14.40	\$0.00	\$55.09	
2	4	50	\$33.10	\$10.90	\$15.20	\$0.00	\$59.20	
4	5	55	\$36.41	\$10.90	\$16.00	\$0.00	\$63.31	
0	5	60	\$39.72	\$10.90	\$16.80	\$0.00	\$67.42	
2	7	65	\$43.03	\$10.90	\$17.60	\$0.00	\$71.53	
8	3	70	\$46.34	\$10.90	\$18.40	\$0.00	\$75.64	
ç	)	75	\$49.65	\$10.90	\$19.20	\$0.00	\$79.75	
1	10	80	\$52.96	\$10.90	\$20.00	\$0.00	\$83.86	
E	ffecti	ve Date - 10/01/2023				Supplemental		
S	tep	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	l	35	\$23.78	\$10.90	\$12.80	\$0.00	\$47.48	
2	2	40	\$27.18	\$10.90	\$13.60	\$0.00	\$51.68	
3	3	45	\$30.58	\$10.90	\$14.40	\$0.00	\$55.88	
2	4	50	\$33.98	\$10.90	\$15.20	\$0.00	\$60.08	
4	5	55	\$37.37	\$10.90	\$16.00	\$0.00	\$64.27	
6	5	60	\$40.77	\$10.90	\$16.80	\$0.00	\$68.47	
2	7	65	\$44.17	\$10.90	\$17.60	\$0.00	\$72.67	
8	3	70	\$47.57	\$10.90	\$18.40	\$0.00	\$76.87	
ç	)	75	\$50.96	\$10.90	\$19.20	\$0.00	\$81.06	
1	10	80	\$54.36	\$10.90	\$20.00	\$0.00	\$85.26	
N 	otes:	Apprentice entered prior 9/30/10: 40/45/50/55/60/65/70/75/80/85 Steps are 850 hours						
A	ppre	ntice to Journeyworker Ratio:1:3						
STEAM BOILER			06/01/202	3 \$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINE.	ERS LC	ICAL 4	12/01/2023	3 \$54.93	\$14.75	\$16.15	\$0.00	\$85.83
			06/01/2024	4 \$56.21	\$14.75	\$16.15	\$0.00	\$87.11
			12/01/2024	4 \$57.65	\$14.75	\$16.15	\$0.00	\$88.55
			06/01/202:	5 \$58.93	\$14.75	\$16.15	\$0.00	\$89.83
			12/01/202:	5 \$60.37	\$14.75	\$16.15	\$0.00	\$91.27
			06/01/2020	5 \$61.65	\$14.75	\$16.15	\$0.00	\$92.55
			12/01/2020	5 \$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rate	es see "	Apprentice- OPERATING ENGINEERS"						

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

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
TELECOMMUNICATION TECHNICIAN electricians local 103	03/01/2023	\$47.38	\$13.00	\$19.63	\$0.00	\$80.01

Apprentice -	TELECOMMUNICATION TECHNICIAN - Local 103
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Ef	fective Date -	03/01/2023				Supplemental		
Ste	ep percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	45		\$21.32	\$13.00	\$0.65	\$0.00	\$34.97	
2	45		\$21.32	\$13.00	\$0.65	\$0.00	\$34.97	
3	50		\$23.69	\$13.00	\$15.20	\$0.00	\$51.89	
4	50		\$23.69	\$13.00	\$15.20	\$0.00	\$51.89	
5	55		\$26.06	\$13.00	\$15.58	\$0.00	\$54.64	
6	60		\$28.43	\$13.00	\$15.96	\$0.00	\$57.39	
7	65		\$30.80	\$13.00	\$16.34	\$0.00	\$60.14	
8	70		\$33.17	\$13.00	\$16.73	\$0.00	\$62.90	
9	75		\$35.54	\$13.00	\$17.11	\$0.00	\$65.65	
10	) 80		\$37.90	\$13.00	\$17.48	\$0.00	\$68.38	
No	otes:							
Ap	oprentice to Jou	urneyworker Ratio:1:1						
TERRAZZO FINIS		_	08/01/2022	3 \$61.34	\$11.49	\$22.34	\$0.00	\$95.17
BRICKLAYERS LOCAL :	3 - MARBLE & TIL.	E	02/01/2024	4 \$62.59	\$11.49	\$22.34	\$0.00	\$96.42
			08/01/2024	4 \$64.69	\$11.49	\$22.34	\$0.00	\$98.52

02/01/2026

08/01/2026

02/01/2027

02/01/2025 \$65.99 \$11.49 \$22.34 \$0.00

08/01/2025 \$68.14 \$11.49 \$22.34 \$0.00

\$11.49

\$11.49

\$22.34

\$22.34

\$11.49 \$22.34 \$0.00

\$0.00

\$0.00

\$69.49

\$71.69

\$73.09

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\$99.82

\$101.97

\$103.32

\$105.52

\$106.92

Effective Date Base Wage Health Pension Supplemental Total R Unemployment
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	ffective Date -	08/01/2023	Appropriate Dage Ware	Haalth	Donaion	Supplemental Unemployment	Total Data	
1	tep percent		Apprentice Base Wage		Pension		Total Rate	
			\$30.67	\$11.49	\$22.34	\$0.00	\$64.50	
2			\$36.80	\$11.49	\$22.34	\$0.00	\$70.63	
3			\$42.94	\$11.49	\$22.34	\$0.00	\$76.77	
4	00		\$49.07	\$11.49	\$22.34	\$0.00	\$82.90	
5	90		\$55.21	\$11.49	\$22.34	\$0.00	\$89.04	
E	ffective Date -	02/01/2024				Supplemental		
St	tep percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	50		\$31.30	\$11.49	\$22.34	\$0.00	\$65.13	
2	60		\$37.55	\$11.49	\$22.34	\$0.00	\$71.38	
3	70		\$43.81	\$11.49	\$22.34	\$0.00	\$77.64	
4	80		\$50.07	\$11.49	\$22.34	\$0.00	\$83.90	
5	90		\$56.33	\$11.49	\$22.34	\$0.00	\$90.16	
	otes:							
110	otes:							
A	pprentice to Jo	urneyworker Ratio:1:3						
			06/01/2023	3 \$47.58	\$9.40	\$17.97	\$0.00	\$74.9
		ΤΕ	06/01/202 12/01/202			\$17.97 \$17.97	\$0.00 \$0.00	
		ΤΕ		3 \$48.83	\$9.40			\$76.2
		ΤΕ	12/01/2023	3 \$48.83 4 \$50.31	\$9.40 \$9.40	\$17.97	\$0.00	\$76.2 \$77.6
		ΤΕ	12/01/202 06/01/202	3 \$48.83 4 \$50.31 4 \$51.78	\$9.40 \$9.40 \$9.40	\$17.97 \$17.97	\$0.00 \$0.00	\$76.2 \$77.6 \$79.1
EST BORING DI 14 <i>borers - founda</i>		ΤΕ	12/01/202: 06/01/2024 12/01/2024	3 \$48.83 4 \$50.31 4 \$51.78 5 \$53.28	\$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6
		TE	12/01/202: 06/01/202: 12/01/202: 06/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1
		TE	12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           5         \$54.78           5         \$56.33	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$74.9 \$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2
BORERS - FOUNDA			12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           5         \$54.78           5         \$56.33	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7
For apprentice rate EST BORING DI	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           6         \$56.33           5         \$57.83	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2
BORERS - FOUNDA For apprentice rate EST BORING DI	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 12/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           5         \$56.33           5         \$57.83           3         \$43.70	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7
BORERS - FOUNDA For apprentice rate EST BORING DI	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 12/01/202: 06/01/202: 06/01/202: 12/01/202: 06/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           5         \$56.33           5         \$57.83           3         \$43.70           3         \$44.95	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2 \$71.0
BORERS - FOUNDA For apprentice rate EST BORING DI	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 12/01/202: 06/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           5         \$57.83           3         \$43.70           3         \$44.95           4         \$46.43	<ul> <li>\$9.40</li> </ul>	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2 \$71.0 \$72.3
BORERS - FOUNDA For apprentice rate EST BORING DI	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202: 06/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           5         \$57.83           3         \$43.70           3         \$44.95           4         \$46.43           4         \$47.90	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2 \$71.0 \$72.3 \$73.8
BORERS - FOUNDA	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           6         \$56.33           5         \$57.83           3         \$43.70           3         \$44.95           4         \$46.43           4         \$47.90           5         \$49.40	<ul> <li>\$9.40</li> </ul>	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2 \$71.0 \$72.3 \$73.8 \$75.2
BORERS - FOUNDA For apprentice rate EST BORING DI	rion and marin es see "Apprentice- 1 RILLER HELP	LABORER" ER	12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202: 12/01/202: 06/01/202: 06/01/202:	3         \$48.83           4         \$50.31           4         \$51.78           5         \$53.28           5         \$54.78           6         \$56.33           5         \$57.83           3         \$43.70           3         \$44.95           4         \$46.43           4         \$47.90           5         \$50.90	\$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40 \$9.40	\$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97 \$17.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.2 \$77.6 \$79.1 \$80.6 \$82.1 \$83.7 \$85.2 \$71.0 \$72.3 \$73.8 \$75.2 \$75.2 \$76.7

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Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER laborers - foundation and marine		06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
LABORERS - FOONDATION AND MARINE		12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
		06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
		12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
		06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
		12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
		06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
		12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
FRACTORS/PORTABLE STEAM GENERATO DPERATING ENGINEERS LOCAL 4	RS	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
57 Bigning Bion, Bhig Board 4		12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
		06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
		12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
		06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
		12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
		06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
		12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENG							
FRAILERS FOR EARTH MOVING EQUIPMEN TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	νT	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
UNNEL WORK - COMPRESSED AIR		06/01/2023	\$55.81	\$9.40	\$18.42	\$0.00	\$83.63
ABORERS (COMPRESSED AIR)		12/01/2023	\$57.06	\$9.40	\$18.42	\$0.00	\$84.88
		06/01/2024	\$58.54	\$9.40	\$18.42	\$0.00	\$86.36
		12/01/2024	\$60.01	\$9.40	\$18.42	\$0.00	\$87.83
		06/01/2025	\$61.51	\$9.40	\$18.42	\$0.00	\$89.33
		12/01/2025	\$63.01	\$9.40	\$18.42	\$0.00	\$90.83
		06/01/2026	\$64.56	\$9.40	\$18.42	\$0.00	\$92.38
		12/01/2026	\$66.06	\$9.40	\$18.42	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
FUNNEL WORK - COMPRESSED AIR (HAZ. '	WASTE)	06/01/2023	\$57.81	\$9.40	\$18.42	\$0.00	\$85.63
LABORERS (COMPRESSED AIR)		12/01/2023	\$59.06	\$9.40	\$18.42	\$0.00	\$86.88
		06/01/2024	\$60.54	\$9.40	\$18.42	\$0.00	\$88.36
		12/01/2024	\$62.01	\$9.40	\$18.42	\$0.00	\$89.83
		06/01/2025	\$63.51	\$9.40	\$18.42	\$0.00	\$91.33
		12/01/2025	\$65.01	\$9.40	\$18.42	\$0.00	\$92.83
		06/01/2026	\$66.56	\$9.40	\$18.42	\$0.00	\$94.38
For apprentice rates see "Apprentice- LABORER"		12/01/2026	\$68.06	\$9.40	\$18.42	\$0.00	\$95.88
FUNNEL WORK - FREE AIR		06/01/2023	\$47.88	\$9.40	\$18.42	\$0.00	\$75.70
LABORERS (FREE AIR TUNNEL)		12/01/2023	\$49.13	\$9.40	\$18.42	\$0.00	\$76.95
		06/01/2024	\$50.61	\$9.40	\$18.42	\$0.00	\$78.43
		12/01/2024	\$52.08	\$9.40	\$18.42	\$0.00	\$79.90
		06/01/2025	\$53.58	\$9.40	\$18.42	\$0.00	\$81.40
		12/01/2025	\$55.08	\$9.40 \$9.40	\$18.42	\$0.00	\$81.40 \$82.90
		06/01/2025	\$55.68 \$56.63	\$9.40 \$9.40	\$18.42	\$0.00	\$84.45
		12/01/2026	\$58.13	\$9.40 \$9.40	\$18.42	\$0.00	\$84.43 \$85.95
For apprentice rates see "Apprentice- LABORER"		12/01/2020	\$J8.15	\$9.4U	φ10.4Z	φ <b>υ.</b> υυ	ф0 <i>Э.УЭ</i>
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2023	\$49.88	\$9.40	\$18.42	\$0.00	\$77.70
LABORERS (FREE AIR TUNNEL)	12/01/2023	\$51.13	\$9.40	\$18.42	\$0.00	\$78.95
	06/01/2024	\$52.61	\$9.40	\$18.42	\$0.00	\$80.43
	12/01/2024	\$54.08	\$9.40	\$18.42	\$0.00	\$81.90
	06/01/2025	\$55.58	\$9.40	\$18.42	\$0.00	\$83.40
	12/01/2025	\$57.08	\$9.40	\$18.42	\$0.00	\$84.90
	06/01/2026	\$58.63	\$9.40	\$18.42	\$0.00	\$86.45
	12/01/2026	\$60.13	\$9.40	\$18.42	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LABORERS - ZONE 1	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2023	\$43.83	\$9.40	\$17.82	\$0.00	\$71.05
LADORERS - ZONE I (IILAVI & HIGHWAI)	12/01/2023	\$45.08	\$9.40	\$17.82	\$0.00	\$72.30
	06/01/2024	\$46.56	\$9.40	\$17.82	\$0.00	\$73.78
	12/01/2024	\$48.03	\$9.40	\$17.82	\$0.00	\$75.25
	06/01/2025	\$49.53	\$9.40	\$17.82	\$0.00	\$76.75
	12/01/2025	\$51.03	\$9.40	\$17.82	\$0.00	\$78.25
	06/01/2026	\$52.58	\$9.40	\$17.82	\$0.00	\$79.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2026	\$54.08	\$9.40	\$17.82	\$0.00	\$81.30
WASTE WATER PUMP OPERATOR	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"		*				
WATER METER INSTALLER	02/26/2023	\$64.69	\$14.07	\$18.86	\$0.00	\$97.62
PLUMBERS & GASFITTERS LOCAL 12	09/03/2023	\$66.44	\$14.07	\$18.86	\$0.00	\$99.37
	03/03/2024	\$68.24	\$14.07	\$18.86	\$0.00	\$101.17
	03/03/2024 09/01/2024	\$68.24 \$70.04	\$14.07 \$14.07	\$18.86 \$18.86	\$0.00 \$0.00	\$101.17 \$102.97

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

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Additional Apprentice Information:

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

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

#### All steps are six months (1000 hours.)

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

- \*\*
   Multiple ratios are listed in the comment field.

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

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

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

# NOTICE TO AWARDING AUTHORITIES

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

# NOTICE TO CONTRACTORS

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

### WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

## STATEMENT OF COMPLIANCE

		, 202
T		
(Name of signatory party) (Title)		
do hereby state:		
That I pay or supervise the payment of the persons emplo	byed by	
on the	· ·	
(Contractor, subcontractor or public body)	(Building or project)	
and that all mechanics and apprentices, teamsters, chauffe		
said project have been paid in accordance with wages det	termined under the provisions	
of sections twenty-six and twenty-seven of chapter one h	undred and forty nine of the	
General Laws.		
	Signature	
	Title	

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

WEEKLY PAYROLL REPORT FORM

Prime Contractor

Company Name:

Project Name:

Work Week Ending:

Awarding Auth .:

Subcontractor List Prime Contractor:

Employer Signature:

Print Name & Title:

Employer Contributions (F)
Hourly Total Wage
(D) (E) Pension Unemp
(F