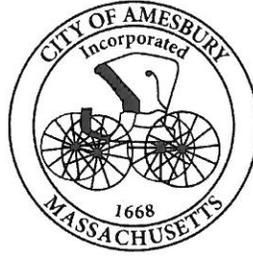


Please call the Office of Community and Economic Development at 978-388-8110 x311 before submitting bids to ensure you have the final document with any Addendums.



CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

**AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND
DISPOSAL**

27 WATER STREET, AMESBURY, MA.

Project No. - CY14-DEMO-DPW

OWNER:

CITY OF AMESBURY

MAY 2014

Office of Community & Economic Development
City of Amesbury, Massachusetts
62 Friend Street
Amesbury, MA 01913

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DIVISION 0

BIDDING AND CONTRACT REQUIREMENTS

SECTION 00020

INVITATION TO BID

Sealed proposals for the following project will be received at the Office of Community and Economic Development, City of Amesbury, 62 Friend Street, Amesbury MA. 01913, until the date and time stated below and at that place and time publicly opened and read:

May 9, 2014 @ 10:30 am

City of Amesbury

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL

Sealed bids sent through the mail shall be mailed to: Office of Community and Economic Development, City of Amesbury, 62 Friend Street, Amesbury, MA 01913. Proposals sent through the mail shall be marked "**AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL - Bid Proposal**".

In general, the work of this project includes the demolition, removal, and disposal of the Amesbury DPW Building and debris located at 27 Water Street, Amesbury, MA.

The bidding for and award of the contract for this project are to be in accordance with the requirements of Massachusetts General Laws Chapter 30 § 39M. Bidders are on notice that this project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and applicable Federal Regulations.

The Proposal Guaranty shall be in the form of either cash, bid bond, certified check, bank treasurer's check, or bank cashier's check, made payable to the City of Amesbury in the amount of 5% of the value of the bid.

Bid documents containing specification requirements and conditions will be available after 10:00 a.m. April 25, 2014 from the Office of Community and Economic Development at 62 Friend Street, Amesbury, MA. For more information or questions regarding bid specifications, please contact Joan E. Baptiste at the Office of Community of Economic Development via e-mail at jeni@amesburyma.gov. A non-mandatory pre-bid conference is scheduled at the site on Monday May 5th, 2014 at 10:00 am. Questions will not be received after noon on Wednesday, May 7th, 2014.

Proposals that do not include a properly completed "Affidavit" pertaining to noncollusion, etc., will be declared non-responsive and not eligible for award consideration. No Bidder may withdraw his bid for a period of thirty days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of bids.

The Owner reserves the right to waive any informality and to reject any or all bids if it is in the public interest to do so.

By: Amesbury Office of Community and Economic Development, Amesbury, MA.

SECTION 00100

INFORMATION FOR BIDDERS

- 1.01 Project Identification
- 1.02 Receipt of Bids
- 1.03 Ability and Experience of Bidder
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- 1.15 Laws and Regulations
- 1.16 Inspection of the Work
- 1.17 Sales Tax
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- 1.19 Record Keeping
- 1.20 Engineer

1.01 PROJECT IDENTIFICATION

- A. Owner: City of Amesbury, Massachusetts
- B. Awarding Authority: By it's Mayor
- C. Mailing Address: Office of Community and Economic Development
City of Amesbury
62 Friend Street
Amesbury, Massachusetts 01913
- D. Project Name: **AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL**
- E. Funding: **Grant**

1.02 RECEIPT OF BIDS

- A. General Bids for the project will be received by the Awarding Authority at the time and place stated in Section 00020, INVITATION TO BID, and then at said place publicly opened and read aloud.
- B. Each bid must be submitted in a sealed envelope, addressed to the Office of Community and Economic Development, City of Amesbury, 62 Friend Street, Amesbury, MA 01913. Each sealed envelope containing a bid must be plainly marked on the outside with "**AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL – Bid Proposal**" and the envelope should bear on the outside, the name of the Bidder and his address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another sealed envelope marked as indicated above and addressed to the Amesbury Office of Community and Economic Development at the above address. Each must be time stamped and signed by a City Employee upon receipt.

SECTION 00100

- C. All bids must be made on the bid form included in the specifications. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one (1) set of the bid documents is required.
- D. List of required Documents for General Bid submission:
 - 1. Section 00300, Bid
 - 2. Section 00310, Bid Bond (see Article 1.08 below)
 - 3. Section 00311, Bidder's Certification Regarding Payment of Prevailing Wages

1.03 ABILITY AND EXPERIENCE OF BIDDER

- A. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters shall be final, conclusive and binding.

1.04 INFORMATION NOT GUARANTEED

- A. All information given in the Contract Documents relating to the subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated in the contract documents.
- C. It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents

1.05 MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between Owner and the Bidder.
- B. No Bidder may withdraw his bid within thirty (30) calendar days after the actual date of the bid opening.
- C. Prior to Bid Opening, bids may be withdrawn upon written or email request of the Bidder provided confirmation of any telegraphic withdrawal, signed by the Bidder, is placed in the mail and postmarked prior to the time set for the Bid Opening. Bid documents and security of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned.

SECTION 00100

1.06 EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

- A. Each Bidder is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to their bid.
- B. Bidders must satisfy themselves of the accuracy of their lump sum bid by examination of the site(s) and a review of the Contract Documents. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.
- C. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.

1.07 ADDENDA AND INTERPRETATIONS

- A. All questions by prospective Bidders as to the interpretation of the Contract Documents shall be submitted in writing and received by the Office of Community and Economic Development Director, Joe Fahey (joe@amesburyma.gov) **AND** Joan Baptiste Executive Secretary (joni@amesburyma.gov) no later than Wednesday, May 7th at noon. The Office of Community and Economic Development will then email the Bidders who have taken out the Contract Documents, at the email addresses given by them, clarified interpretation in addenda format.
- B. Oral or telephone interpretations will not be generally made, and if made, shall be strictly informal and not legally valid or binding.
- C. Written interpretations shall be made in the form of Addenda to the Bidding and Contract Documents. Bidders are urged to communicate all errors and discrepancies found in the Bidding and Contract Documents to the Office of Community and Economic Development. Please email any such errors or discrepancies, for the purpose of receiving the information and disseminating corrections or clarification.
- D. Each Bidder shall be responsible for determining that they have received all addenda issued and shall acknowledge said receipt on Section 00300, BID FORM.

1.08 BIDS, BONDS, AND AWARD OF CONTRACT

- A. Each bid must be accompanied by a cash, bid bond, certified check or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Owner in the amount of five (5) percent of the value of the bid. As soon as bid prices have been compared, the Owner will return the bid deposits of all except the three (3) lowest responsible Bidders. When the Agreement is executed, the bid deposits of the two (2) remaining unsuccessful Bidders will be returned. The bid deposit of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.
- B. Each Bidder shall sign his name in the space provided for. If a partnership or corporation makes the bid, the name and address of the partnership or corporation shall be shown, together with the names of the partners or the officers. A bid made by a partnership shall be acknowledged by one of the partners; a bid made by a corporation shall be acknowledged by one of the authorized officers thereof, and the corporate seal attached.
- C. A conditional or qualified bid will not be accepted.

SECTION 00100

- D. Bids will be compared on the basis of the lump-sum price stated in the bid. In the event that there is a discrepancy in the bid between written words and figures, the prices written in words shall govern. The Owner agrees to examine and consider each bid submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in the bid. The bids will be compared on the basis of the prices bid, and the contract awarded to the lowest responsible and eligible Bidder.
- E. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omissions, conditions or irregularities.
- F. The low Bidder shall supply the names and addresses of major material Suppliers and Subcontractors when required to do so by the Owner.
- G. A performance bond and a payment bond, each in the amount of one hundred (100) percent of the contract price, with a corporate surety approved by the Owner, will be required of the General Contractor for the faithful performance of the contract, and may be required by the General Contractor of Sub-contractors. If bonds are required of sub-contractors, the General Contractor shall pay the premiums for these bonds.
- H. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

1.09 REDUCTION IN SCOPE OF WORK

- A. The Owner reserves the right to decrease the scope of the work to be done under this contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any progress of work. The Owner further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

1.10 EXECUTION OF THE AGREEMENT

- A. The party to whom the Contract is awarded will be required to execute the Section 00500, FORM OF AGREEMENT and obtain the performance bond, payment bond, and certificates of insurance within ten (10) calendar days from the date when Section 00430, NOTICE OF AWARD is delivered to the Bidder. If any Bidder fails to execute the Section 00500, FORM OF AGREEMENT and furnish a performance bond or payment bond as stated in his bid, his bid deposit shall become the property of the Owner as liquidated damages, provided that in case of death, disability or other unforeseen circumstances affecting the Bidder, his bid deposit may be returned to him, provided further that the amount of the bid deposit to be retained shall not exceed the difference between the low bid and the bid of the next lowest eligible Bidder.

SECTION 00100

1.11 INSURANCE CERTIFICATES

- A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under Paragraph 21 of the General Conditions.

1.12 NOTICE TO PROCEED

- A. Section 00650, NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Section 00500, FORM OF AGREEMENT by the Owner. Should there be reasons why the Section 00650, NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Section 00650, NOTICE TO PROCEED has not been issued within the ten-day period or within the period mutually agreed upon, the Contractor may terminate the Section 00500, FORM OF AGREEMENT without further liability on the part of either party.

1.13 TIME SCHEDULE FOR COMPLETION OF WORK

- A. The total time period for completion of all work required under this contract is **30** consecutive calendar days, using no more than **15** on-site working days. Work performed beyond the **30** consecutive calendar day period and/or **15** on-site working day period will be subject to liquidated damages in the amount specified herein.
- B. It is the intent of this contract that the work will begin immediately after the execution of this contract and for the work to be completed in accordance with the schedule outlined in the contract documents.

1.14 WAGE RATES

- A. Minimum wage rates, as determined by the Department of Labor and Workforce Development, under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this Project. It is the responsibility of the Bidder, before Bid Opening, to request, if necessary, any additional information on Massachusetts Wage Rates for those trades people who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this Contract.
- B. In accordance with Chapter 149, Section 27B, it is the responsibility of the Contractor and any Subcontractors to submit payroll records to the Owner on a weekly basis.

1.15 LAWS AND REGULATIONS

- A. Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision violation of the foregoing shall be deemed null, void and of no effect.
- B. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.
- C. This project is subject to all of the OSHA Safety and Health Regulations (see 29 CFR Part 1926/1910 and all subsequent amendments) as promulgated by the United States Department of Labor on June 24, 1974 and to the Massachusetts, "Construction Industry Rules and Regulations", 454 CMR 10.00, et seq. Contractors shall be familiar with the requirements of these regulations, and all other pertinent regulations and requirements.
- D. The Contract is being bid on under the provisions of Massachusetts General Laws Chapter 30 Section 39M.

SECTION 00100

- E. This Project is a local project being bid, awarded and administered by the Owner (City of Amesbury, Massachusetts) through its awarding authority (Mayors Office). All bidders are on notice that the Contractor awarded this work shall be specifically required:
- To possess and/or obtain all licenses and permits necessary to complete performance under this Contract;
 - To comply with M.G.L. Chapter 62C, Section 49A (compliance with Tax Laws);
 - To comply with M.G.L. Chapter 151A, Section 19A (licenses to conduct business; contributions);
 - To comply with M.G.L. Chapter 152 (Workers Compensation);
 - To comply with all relevant Prevailing Wage Rates and Employment Laws;
 - To comply with M.G.L. Chapter 156B and Chapter 181, Section 4, and has filed all required certificates and reports with the Secretary of State and the Attorney General's Office;
 - To comply with Federal Anti-Lobbying requirements of 31 USC 1352;
 - That it and any of its subcontractors are not currently disbarred or suspended by the Federal Government or the Commonwealth under any law, regulation or Executive Order;
 - To comply with M.G.L. Chapter 268A (Conflict of Interest)

Federal and State laws and regulations prohibiting discrimination, including the American Disabilities Act, the Rehabilitation Act, the Federal Fair Housing Act, unlawful discrimination (M.G.L. Chapter 151B), business discrimination (M.G.L. Chapter 151E), the Public Accommodations Law (M.G.L. Chapter 272, Sections 92A, 98 and 98A), the Massachusetts Constitution, Article CXIV, M.G.L. Chapter 93, Section 103, the Telecommunications Act, and the Attorney General Office Protection of Elders, apply to this Contract.

1.16 INSPECTION OF THE WORK

- A. The Contractor shall provide at all times proper facilities for access and inspection by representatives of the Owner, Federal, State or other agency having jurisdiction over the work of this project.

1.17 SALES TAX

- A. This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.

1.18 GUARANTEES

- A. In addition to other guarantees due the Owner, the Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this Agreement titled Partial Acceptance, the guarantee for that part of the Work

SECTION 00100

shall be for a period of one year from the date fixed for such acceptance. The Performance Bond shall remain in full force and effect through the Guarantee Period.

- B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within three days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

1.19 RECORD KEEPING

- A. The Contractor is reminded that the provisions of Chapter 30, Section 39R relative to record keeping apply to this Contract. A copy of c.30, s.39R is included in Section 00855, SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS, of the Contract Documents. A brief summary of the requirements is as follows:
1. The Contractor and all subcontractors shall maintain books, records, and accounts at least six (6) years after the final payment. They will be subject to inspection by the awarding authority, officers of the Inspector General, or the Deputy Commissioner of Capital Asset Management and Maintenance.
 2. Any changes in record keeping or recording transactions that affect the awarding authority shall be explained along with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
 3. The Contractor shall file with the awarding authority a statement of management as to whether the system of internal accounting controls has been established.
 4. The Contractor shall file with the awarding authority a statement prepared and signed by an independent certified public accountant that an examination has been made of internal accounting controls.

1.20 ENGINEER

- A. The Engineer for this project is Amesbury Office of Community and Economic Development. Questions regarding the Contract Documents shall be directed to:

Amesbury Office of Community and Economic Development:
Joe Fahey, Director – joe@amesburyma.gov **and**
Joan Baptiste, Executive Secretary – joni@amesburyma.gov

END OF DOCUMENT

SECTION 00300

BID

To the City of Amesbury, Massachusetts, herein called the Owner, acting by and through its Mayor, for

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL

The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein;
- (2) This BID is made without collusion with any other person, firm, or corporation;
- (3) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- (4) he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- (5) he understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefor in this BID;
- (6) and he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer/Owner;

and he agrees that, if this BID is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the lump sum for the Work as stated in the schedule below.

SECTION 00300

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures. In case of discrepancy, the amount shown in words will govern.)

(Bidders should insert extended item prices obtained from quantities and unit prices.)

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL – Work Item

<u>Item</u>	<u>Description/Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
1.	Demolition of Amesbury DPW Building at 27 Water Street as specified here in, the sum of		
	Dollars (\$ _____) per Lump Sum.	1	_____

BASIS OF AWARD: TOTAL AMOUNT OF BID, Based on Engineer’s Lump Sum Estimate

_____ Dollars
(\$ _____)

The undersigned agrees that for extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bid security accompanying this BID shall be in the amount of 5 percent of the BID.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within 30 calendar days as stipulated in the AGREEMENT. Liquidated damages for each calendar day of delay shall be \$500 as stipulated in the AGREEMENT.

As provided in the INSTRUCTIONS TO BIDDERS, the bidder hereby agrees that he will not withdraw this BID within thirty (30) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

SECTION 00300

Addenda:

<p>Bidder has examined copies of all the Contract Documents and the following addenda listed: Addenda number(s) _____ (To be filled in by Bidder if Addenda are issued.) Or circle: N/A</p>
--

The time period for holding bids where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays included, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded after Federal approval.

The undersigned must furnish a 100 percent Construction Performance Bond and a 100 percent Construction Payment Bond with a surety company acceptable to the Owner. The name and address of the surety company who will sign the performance and payment bonds is as follows:

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to MGL Ch. 30, Section 39M. The bidding and award of the contract will be in full compliance with Section 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

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.

SECTION 00300

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The attached CERTIFICATE OF NON-COLLUSION must be signed and submitted as part of the Bid Proposal.

(SEAL) _____ L.S.
(Name of Bidder)

By _____
(Signature and title of authorized representative)

(Business address)

(City and State)

Date _____

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

The bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done and to give references that will enable the Owner to judge his experience, skill, and business standing.

(Add supplementary page if necessary.)

SECTION 00300

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 without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of person signing bid or proposal)

(Name of business)

SECTION 00300

CERTIFICATE OF STATE TAX COMPLIANCE
MGL Chapter 62C, § 49A(b)

I, in my capacity as principal of _____ hereby certify
(Firm Name)
that the above-named organization has complied with all laws of the Commonwealth of Massachusetts
relating to taxes, reporting of employees and contractors, and withholding and remitting of child support,
as set forth in Massachusetts General Laws, Chapter 62C, § 49A(b), as amended.

Signed under the pains and penalties of perjury

Authorized Principal (Printed Name)

Authorized Principal (Signature)

Title

Date

SECTION 00300

CONFLICT OF INTEREST STATEMENT

The proposer hereby certifies, under the penalties of perjury, that:

1. The proposer has not given, offered, or agreed to give any person (as that term is defined below), or received, accepted, or agreed to accept from any person, any gift, contribution, offer of employment, or financial incentive of any kind as an inducement for, or in connection with, the award of the contract for services for which the proposer is applying.
2. No consultant to or subcontractor for the proposer has given, offered, or agreed to give any gift, contribution, offer of employment or financial incentive of any kind to the proposer or to any other person as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the proposer.
3. No person, other than a bona fide full-time employee of the proposer has been retained or hired by the proposer to solicit for or in any way assist the proposer in obtaining the contract for services for which the proposer is applying, upon an agreement or understanding that such person be paid a fee or other consideration contingent upon the award of the contract to the proposer.
4. Throughout the duration of the contract, if awarded the contract, the proposer will not have any financial relationship in connection with the performance of the contract with any materials or system manufacturer, distributor or vendor.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. These provisions shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation

The proposer further hereby certifies, under the penalties for perjury, that all information provided in this proposal to provide services is true and correct.

Firm Name

Authorized Principal (Printed Name)

Authorized Principal (Signature)

Title

Date

SECTION 00310

BID BOND

Know all men by these presents, that we, the undersigned, _____
_____ As Principal, and
_____ as Surety, are hereby held and
firmly bound unto _____ as Owner in the penal sum of
_____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the

Now, therefore,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid and said Surety does hereby waive notice of any such extension.

In witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

Important - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00311

CERTIFICATION REGARDING
PAYMENT OF PREVAILING WAGES

The undersigned Bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety. The undersigned bidder agrees to indemnify the awarding authority for, from and against an loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

DATED: _____

NAME OF BIDDER: _____

By: _____

Name: _____

Title: _____

BIDDERS QUALIFICATION FORM

The Bidder is requested to provide a general description and references for three projects he/she has completed within the past five years that are similar in character to that included in this contract. The Bidder shall provide: a general description of the projects; final construction cost for the projects; name, title, address and phone number of reference for whom the project was constructed. The Town will contact the references to judge the Bidders experience, skill, and qualifications.

1) _____

2) _____



SECTION 00430

NOTICE OF AWARD

To:

Project Description: **AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL**

The Owner has considered the Bid submitted by you for the above described work in response to its DOCUMENT 00020, INVITATION TO BID dated May 9th, 2014, and DOCUMENT 00100, INFORMATION FOR BIDDERS. You are hereby notified that your Bid has been accepted in the amount of

\$ _____.

You are required by the DOCUMENT 00100, INFORMATION FOR BIDDERS to execute the DOCUMENT 00500, FORM FOR AGREEMENT and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this ____ day of _____, 2014.

Owner: CITY OF AMESBURY, MA.

By its Mayor

Ken Gray

Michael Basque, City Accountant

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged by _____, this

_____ day of _____, 20__

By _____

Title _____

SECTION 00500

FORM FOR AGREEMENT

This Agreement, made this _____ day of _____, 2014 by and between the City of Amesbury, Massachusetts, hereinafter called "Owner", acting by and through its Mayor, and _____, hereinafter called "Contractor", doing business as _____ (a corporation).

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the work for **AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL in the amount of \$ _____**.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after a date to be specified in DOCUMENT 00650, NOTICE TO PROCEED and will complete the project within **30** consecutive calendar days (using no more than **15** on-site working days) thereafter, unless the period for completion is extended otherwise by the Contract Documents. It is the intent of this contract for the work to begin after execution of this agreement and to complete the work within the schedule specified.
4. Work performed beyond this Contract Time period (Completion) will be subject to liquidated damages. The Contractor agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day and **\$500.00** for each working day thereafter as provided in Article 15 of the DOCUMENT 00700, GENERAL CONDITIONS.
5. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sums shown in DOCUMENT 00300, BID FORM.
6. The Contractor agrees that the "direct labor mark-up" rate for any change order work performed under this Agreement will be 15 percent. The "direct labor mark-up" rate shall account for the cost of Worker's Compensation Insurance, Federal Social Security and State Unemployment Compensation as described in DOCUMENTS 00700, GENERAL CONDITIONS, ARTICLE 14.1(c) (2), CHANGES IN CONTRACT PRICE.
7. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
8. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
9. Article XII of the "Commonwealth of Massachusetts Modified Supplemental Equal Opportunity Anti-discrimination and Affirmative Action Program" requires that the Contractor's certification form, which must be signed by the successful low bidder prior to award by the contracting agency, must appear in the Contract and the subcontractors certification form, which must be signed by the prospective subcontractor(s) must be submitted to the Contractor and included in the subcontract.

SECTION 00500

10. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Form
 - (D) Bid Bond
 - (E) Certification Regarding Payment of Prevailing Wages
 - (F) Statement of Tax Compliance
 - (G) Bidders Qualification Form
 - (H) Notice of Award
 - (I) Form for Agreement
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice to Proceed
 - (M) General Conditions
 - (N) Special Conditions - General
Special Conditions - Commonwealth of Massachusetts
 - (O) Change Order Form
 - (P) Certificate of Substantial Completion
 - (Q) Waiver of Liens
 - (R) Certificate of Final Payment and Completion of Work
 - (S) Drawing entitled "**LOCUS PLAN DPW BUILDING DEMOLITION**" Sheet numbered **1** of **1** dated: **4/24/2014** and Specifications prepared by: City of Amesbury Office of Community and Economic Development.
 - (T) All Addenda
11. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Conditions such amounts as required by the Contract Documents.
12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

On witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in six (6) copies, each of which shall be deemed an original on the date first above written.

SECTION 00500

Owner: CITY OF AMESBURY, MASSACHUSETTS

By its Mayor

Ken Gray

(SEAL)

Attest: _____

Name _____

Title _____

Contractor: _____

Name

Title

Address

(SEAL)

Attest: _____

Name _____

Title _____

The undersigned, in compliance with the Commonwealth of Massachusetts General Laws Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available and Joe Fahey, Amesbury Office of Community and Economic Development is authorized to execute this contract and approve all requisitions and change orders.

City Accountant

Date

SECTION 00500

Attachment A-1

A. Contractor's Certification

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

Contractor's Certification

Name of the General Contractor

Certifies that:

1. It intends to use the following listed construction trades in the work under contract:

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein: and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized Representative or Contractor

SECTION 00600

PAYMENT BOND

Know all men by these presents that

(Name of Contractor)

(Address of Contractor)

A _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____

hereinafter called Owner, in the penal sum of:

_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction

of: _____

Now, therefore, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the Contract Documents accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension

SECTION 00600

of time, alteration or addition to the terms of the contract or to the work or to the Contract Documents.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in _____ counterparts, each one of which
(number)

shall be deemed an original, this the _____ day of _____ 20_____.

(SEAL)
Attest:

By _____	By _____
Witness as to Principal	Principal Contractor

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____

(SEAL)
Attest:

By _____	By _____
Witness as to Surety	Surety Attorney-in-Fact

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners must execute the Bond.
2. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

SECTION 00610

PERFORMANCE BOND

Know all men by these presents that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____

_____ hereinafter called Owner, in the penal sum of:

_____ Dollars (\$) _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the Contract Documents accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Contract Documents.

SECTION 00610

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in _____ counterparts, each one of which
(number)

shall be deemed an original, this the _____ day of _____ 20_____.

(SEAL)

Attest:

Principal

By _____
Witness as to Principal

By _____
Contractor

Name

Name

Address

Address

(SEAL)

Attest:

Surety

By _____
Witness as to Surety

By _____
Attorney-in-Fact

Name

Name

Address

Address

Notes:

1. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners must execute the Bond.
2. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



**CITY OF AMESBURY
MASSACHUSETTS**

NOTICE TO PROCEED

To:

Date:

Project: **AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DISPOSAL**

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____, and you are to complete the Work within 30 consecutive calendar days using no more than 5 on-site working days thereafter. The date of final completion of all Work is June 13th, 2014.

By its Mayor

Ken Gray

Acceptance of Notice to Proceed:

Receipt of the above Notice to Proceed is hereby acknowledged by _____,

this _____ day of _____, 20__

By _____

Title _____

SECTION 00700

GENERAL CONDITIONS

- | | |
|--|---|
| 1. Definitions | 19. Payments to Contractor |
| 2. Additional Instructions and Detail Drawings | 20. Acceptance of Final Payment as Release |
| 3. Schedules, Reports and Records | 21. Insurance |
| 4. Drawings and Specifications | 22. Contract Security |
| 5. Shop Drawings | 23. Assignments |
| 6. Materials, Services and Facilities | 24. Indemnification |
| 7. Inspection and Testing | 25. Separate Contracts |
| 8. Substitutions | 26. Subcontracting |
| 9. Patents | 27. Engineer's Authority |
| 10. Surveys, Permits, Regulations | 28. Land and Rights-of-Way |
| 11. Protection of Work, Property, Persons | 29. Guaranty |
| 12. Supervision by Contractor | 30. Claims and Disputes |
| 13. Changes in the Work | 31. Taxes |
| 14. Changes in Contract Price | 32. Interpretation of Drawings and Specifications |
| 15. Time for Completion and Liquidated Damages | 33. Site Regulations |
| 16. Correction of Work | 34. Limitations of Data Presented |
| 17. Subsurface Conditions | 35. Health and Safety Equipment |
| 18. Suspension of Work, Termination and Delay | |
-

1. DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 ADDENDUM - A written or graphic instrument issued prior to the execution of the Contract, which modifies or interprets the Contract Documents, and/or Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.2 AWARDING AUTHORITY - The authorized agent or representative of the Owner, as defined herein, for which the Project shall be undertaken.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a Bid for the Work.
- 1.5 BOND - Bid, Performance and Payment Bond(s) and other instruments of security, furnished by the Contractor and its Surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

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- 1.7 COMPLETION - That date, as certified by the Engineer, when the construction of the Project (and all parts thereof) is fully completed in accordance with the Contract Documents, including but not limited to the satisfactory fulfillment of, in the opinion of the Engineer, all punch list items, correction of any defective Work, start-up and training, testing of equipment, submission and approval of operations and maintenance manuals and record drawings. Should the Contractor not achieve Completion within the specified time, or extension of time granted by the Owner, then the provisions of Liquidated Damages shall apply.
- 1.8 CONTRACT – The Contract Documents form the Contract for construction. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.09 CONTRACT DOCUMENTS – The term, Contract Documents, is defined in the Form for Agreement.
- 1.10 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.11 CONTRACT TIME - The number of calendar days, and/or in combination with working days, stated in the Contract Documents to achieve Completion of the Work.
- 1.12 CONTRACTOR - The person, firm or corporation with whom the Owner has executed the Contract.
- 1.13 DRAWINGS - The part of the Contract Documents that shows the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.14 DESIGNATED AGENT – The authorized representative (s) of the Owner
- 1.15 ENGINEER - The person, firm or corporation named as such in the Contract Documents.
- 1.16 FIELD ORDER - A written order affecting a change in the Work, not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.17 LIQUIDATED DAMAGES – The sum of monies due the Owner from the Contractor for the Owners costs incurred because of the Contractor's default for failure to achieve Substantial Completion or Completion of the Work within the specified time(s) or extension of time(s) granted by the Owner, as specified in the Contract Documents.
- 1.18 NOTICE OF AWARD - The written notice of the acceptance of the Bid by the Owner to the successful Bidder.
- 1.19 NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the dates of commencement and completion of the Work.
- 1.20 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

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- 1.21 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.22 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the Engineer at the Project Site who is assigned to the Project Sites or any part thereof.
- 1.23 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated and/or installed.
- 1.24 SPECIFICATIONS - The part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.25 STATE - The State in which the Work under this Contract is to be performed.
- 1.26 SUBCONTRACTOR - A person, firm or corporation having a direct contract with the Contractor, or with any other Subcontractor, for the performance of a part of the Work.
- 1.27 SUBSTANTIAL COMPLETION - That date, as certified by the Engineer, when the construction of the Project, or a specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.28 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by an entity having a jurisdiction over or for participation, whether financially or otherwise, in the Project and approved by the entity in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by the Owner, the Engineer or applicable federal, state and local laws, regulations and/or agency guidelines.
- 1.29 SUPPLIER - Any person or organization who supplies materials or equipment to be incorporated with the Work, including that fabricated to a special design, but who does not perform labor at the site(s).
- 1.30 WORK - All labor, materials and equipment incorporated or to be incorporated in the Project required by the Contract Documents.
- 1.31 WRITTEN NOTICE - Any notice to any party of the Contract relative to any part of the Work of the Contract Documents in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at its last given address or delivered in person to said party or its authorized representative. Whenever the words "as directed", "as permitted", "as required", or words of like effect are used, it shall be understood that the direction, permission or requirements of the Engineer is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved or acceptable or satisfactory to the Engineer. Whenever the words "or equal", or words of like import are used, it shall be understood that this means equal in accordance with the following provisions: (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 Work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements

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for the item. Whenever any power is possessed by, or act or thing is to be done by the Owner under this Contract, the exercise of such power or the doing of such act or thing by the Awarding Authority shall be a sufficient compliance with the terms of this Contract unless by law some other officer of the Owner is required to act in the premises. Both the address given in the Bid upon which this Contract is founded and the Contractor's office at or near the site(s) of the Work are hereby designated as places to either of which notices, letters, and any other communications to the Contractor shall be certified mailed or delivered. The delivering to the above-named place(s), or depositing in a post-paid wrapper directed to the first named place, in any post office box regularly maintained by the United States Postal Service, of any notice, letter or other communications to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail Drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional Drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail Drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS

- 3.1 Within ten (10) days after the Work has commenced, the Contractor shall submit to the Engineer for approval a progress schedule in satisfactory form, showing in detail its proposed progress for the construction of the various parts of the Work and the proposed times for receiving the various materials required. The Contractor shall, at the end of each month, or more often, if required, furnish the Engineer two (2) copies of a chart showing actual progress of the various parts of the Work in comparison with the originally proposed progress schedule, as approved.
- 3.2 The Contractor shall submit a schedule of payments that it anticipates it will earn during the course of the Work.
- 3.3 The Work is to commence within ten (10) days after a date to be specified in the Notice to Proceed unless otherwise specified. Work shall continue with dispatch to Completion and no suspension of Work will be allowed without written approval of the Engineer.
- 3.4 No Saturday, Sunday, holiday, or work day longer than eight (8) hours Work, requiring the presence of the Engineer or Resident Project Representative, will be permitted without prior arrangements with the Engineer, except in the case of an emergency, and then only to the extent that is absolutely necessary, and, if practical, with the written permission of the Engineer. If Saturday, Sunday, holiday or work day longer than eight (8) hours Work is contemplated, the Contractor shall notify the Engineer not later than Friday of the previous week to allow arrangements to be made for observation and any other services required by the Owner. If the Contractor must work beyond the regular work week in order to complete the Project within the

SECTION 00700

Contract Time, all expenses of the Engineer and its personnel required for observation and any other extra expenses incurred by the Owner for such Work will be deducted monthly from any sums due or which will become due to the Contractor.

- 3.5 Prior to commencing any Work at the site(s) requiring the presence of the Engineer or its representative, the Contractor shall notify the Engineer in writing at least twenty-four (24) hours in advance of the exact date and time on which it intends to start the Work. In the event that the Contractor fails to meet this Schedule, the Engineer's on-site time will be assessed to the Contractor and will be deducted from any sums due or which will become due the Contractor.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings and Specifications is to require that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner. Any Work shown on the Drawings, though not mentioned in the Specifications, and any Work mentioned in the Specifications, though not shown on the Drawings, is to be executed by the Contractor as a part of the Work.
- 4.2 In case of a conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scaled dimensions, and detail Drawings govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications, shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.4 Where compliance with two (2) or more industry standards or sets of requirements is indicated, and overlapping of those different standards or requirements establishes two (2) different or conflicting minimums or levels of quality, or quantity, the most stringent requirement (which is generally recognized to be, also, the most costly) is intended and will be enforced, unless specifically detailed language written into the Contract Documents (not by way of reference to an industry standard) clearly indicates that the less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which levels of quality or quantity is the more stringent, to the Engineer for a written decision before proceeding.

5. SHOP DRAWINGS

- 5.1 The Contractor shall provide Shop Drawings, as may be necessary for prosecution of the Work, as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from its responsibility for deviations from the Contract Documents. A Change Order shall evidence the approval of any Shop Drawings, which substantially deviates from the requirements of the Contract Documents.

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- 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that it has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Engineer has approved the Shop Drawing or submission. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site(s) and shall be available to the Engineer.
- 5.4 The Contractor shall submit to the Engineer, before any shop work is commenced, four (4) to seven (7) prints [four (4) prints are to be used by the Engineer and up to three (3) prints are to be used by the Contractor] of Shop Drawings for all items so stated in the Specifications as requiring Shop Drawings. Additional prints for regulatory agencies shall be submitted when indicated in the Specifications. Standard forms for processing Shop Drawings will be used by the Contractor and furnished to the Contractor by the Engineer.
- 5.4.1 No Shop Drawings shall be submitted directly by Subcontractors or Suppliers. All Shop Drawings shall be submitted through the Contractor who shall check and verify all field dimensions, check for compliance with the Contract Documents, stamp and endorse all Shop Drawings to indicate its approval and compliance with the above, and assign a transmittal number to each submission. Numbers shall be assigned in sequence. In the event that a Shop Drawing is returned marked "Amend and Resubmit" or "Rejected", subsequent resubmittals for the same item shall retain the same transmittal number, but shall have an alphabetical suffix (3a, 3b, etc.). At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations to the Contract Documents.
- 5.4.2 No portion of the Work requiring a Shop Drawing shall be commenced until the Shop Drawing has been reviewed by the Engineer. If the first submittal of the Shop Drawing is marked "No Exceptions Taken", "Make Corrections Noted" or "No Action/No Review", up to three (3) prints will be returned to the Contractor and fabrication of the item may begin. If the Shop Drawings are marked "Amend and Resubmit" or "Rejected - See Remarks", up to two (2) prints will be returned to the Contractor with notations thereon of corrections required. The Contractor shall cause the necessary corrections to be made and shall resubmit [four (4) to seven (7) prints (four (4) prints for the Engineer and up to three (3) prints for the Contractor] with transmittal numbers and letters, as defined above. If subsequent resubmittals are still not acceptable, resubmittals shall be made under the procedure outlined above until final acceptance is received.
- 5.4.3 The Engineer will review Shop Drawings with reasonable promptness, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of the separate item, as such, will not indicate acceptance of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

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5.4.4 The Engineer's review of Shop Drawings shall not relieve the Contractor from its responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written acceptance to the specific deviation, nor shall any acceptance by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings. The final acceptance of Shop Drawings by the Engineer shall not operate to relieve the Contractor in any way of its responsibility under this Contract for the satisfactory Completion of the Work, or for the accuracy of the dimensions, details, and quantities or for its Contract. No change shall be made in the accepted Shop Drawings without written consent of the Engineer. The Contract Price shall include the cost of furnishing all Shop Drawings, and the Contractor shall be allowed no extra compensation therefor.

5.5 The Contractor shall submit to the Engineer for review, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall be checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers, the use for which intended, and the section number and paragraph of the Specification wherein the material is specified. All samples shall be shipped post and/or freight paid.

5.5.1 At the time of each submission, the Contractor shall in writing, call the Engineer's attention to the deviations that the samples may have from the requirements of the Contract Documents.

5.5.2 The Engineer will review with reasonable promptness submitted samples, but its review shall be only for conformance with the information given in the Contract Documents. The acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. In the event samples are not accepted, the Contractor shall resubmit new samples until acceptance is obtained.

5.5.3 No Work requiring sample submission shall be commenced until the Engineer has accepted the submission in writing.

5.5.4 The Engineer's acceptance of sample(s) shall not relieve the Contractor from its responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written acceptance of the specific deviations.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, materials, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

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- 6.2 Materials and equipment shall be so stored as to insure the preservation of its quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
 - 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
 - 6.5 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
 - 6.6 All materials are to be new, unused and the best and of finest quality of their several kinds. The Contractor shall provide facilities and handle all materials as required for the inspection by the Engineer. Materials which have not been accepted by the Engineer shall be removed from the site(s) of the Work together with all surplus earth and materials which are unsuitable or not in conformity with the Contract Documents. Disposal of materials shall be without expense to the Owner. The Contractor shall promptly replace any materials rejected or condemned, and shall not be allowed extra time for Completion of the Work by reason of such rejection.
7. INSPECTION AND TESTING
- 7.1 All materials and equipment in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
 - 7.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.
 - 7.3 The Contractor shall provide at its expense the testing and inspection services required by the Contract Documents.
 - 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
 - 7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents. Should inspections or tests reveal defective Work, the defective Work shall be made good and unsuitable materials shall be rejected, notwithstanding that such Work and materials have been previously overlooked and accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer. Nothing in this Contract shall be construed as vesting in the Contractor any right or property in

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the materials used after they have been attached or affixed to the Work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

- 7.6 All portions of the Work condemned by the Engineer, as failing to conform to the Contract Documents, shall be taken down and removed, and the Contractor shall promptly replace and re-execute the same in accordance therewith and without expense to the Owner and bear the expense of making good all Work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement.
- 7.7 The Engineer and its representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating federal or State agency shall be permitted to inspect all Work, materials, payroll records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and, also, for any inspection or testing thereof.
- 7.8 If any Work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for its observation and replaced at the Contractor's expense.
- 7.9 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection or testing, as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is found not to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributed to such uncovering, exposure, observation, inspection, testing and reconstruction; and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.
- 8.2 The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number; and, if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be modified by Change Order. The Contractor warrants that, if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitution will be made by the Contractor without a change in Contract Price or Contract Time.

9. PATENTS

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- 9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process, or the product specified is an infringement of a patent; the Contractor shall be responsible for such loss unless it promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The Owner shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the Work, together with a suitable number of benchmarks adjacent to the Work, as shown in the Contract Documents. From the information provided by the Owner, unless specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations and cut sheets. The Contractor shall employ, at its expense, a competent surveyor, registered in the State wherein the Work is to be done to perform such duties.
- 10.2 The Contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor, unless otherwise specified. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall be solely responsible for performing any necessary acts and providing any materials required in order to comply with any and all terms and conditions set forth in any permits and licenses. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted, as provided in Article 13 Changes in the Work.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site(s), and other property at the site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement during the course of construction. The Contractor shall be responsible for and pay for all loss or damage to materials and property, whether such are incorporated in, or to be incorporated in, the Work. The Contractor shall also replace or restore to original condition man-made or natural improvements or other things injured or interfered with by the Contractor in carrying out the Work. Adequate weather protection of all materials and structures of this Project shall be the duty of the Contractor.

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- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. It will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. It will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents, or to acts or omissions of the Owner or the Engineer, or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site(s) or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved.

11.4 HAZARDOUS MATERIAL

- 11.4.1. If at any time during construction the presence of unanticipated hazardous materials at or proximate to a construction site(s) is detected, the Contractor shall stop Work in the affected area and perform the following immediately:
- a. Notify the Owner in writing.
 - b. Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site(s), including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
 - c. Notify the respective State agency responsible for hazardous waste and receive instructions as to the appropriate measures to be taken while working in that area.
 - d. Notify the designated representative of the respective State agency having financial, license or permit and/or technical jurisdiction for this Project, or other appropriate State program director/administrator in writing mailed within 48 hours following discovery of the suspected hazardous materials.
 - e. Notify the local hazardous waste coordinator.
- 11.4.2. Actions at the construction site(s) following completion of these steps shall be at the direction of the State agency responsible for hazardous waste. Nothing in this Article shall be construed to require the Engineer and/or the Contractor to perform Work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.

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- 11.4.3. At the construction site(s) where the presence of contaminated or hazardous materials are suspected to exist, and provisions have been made in the Contract Documents for their management, the requirements of Paragraph 11.4.1 of this Article shall apply.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site(s). The supervisor/superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the supervisor/superintendent shall be as binding as if given to the Contractor. The supervisor/superintendent shall be present on the site(s) at all times, as required, to perform adequate supervision and coordination of the Work.
- 12.2 The Contractor shall employ only competent workers; and, whenever the Engineer shall notify the Contractor in writing that any person on the Work is, in its opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory or not employed in accordance with the provisions of this Contract, such person shall be discharged from the Work and shall not again be employed on it except with the consent of the Engineer.

13. CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, a Change Order shall authorize an equitable adjustment. The Owner must confirm in writing any explanation or interpretation of Drawings or Specifications altering or varying the Work, made by an employee of the Owner, before such changed Work is acted upon by the Contractor.
- 13.2 The Engineer, also, may at any time by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer, unless the Contractor believes that such Field Order entitles the Contractor to a change in the Contract Price, or time, or both, in which event the Contractor shall give the Engineer written notice thereof within seven (7) days after receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor shall not execute such changes pending receipt of an executed Change Order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order, or of any claim for increase or decrease in the Contract Price, shall be determined by one (1) or more of the following methods in order of precedence listed below:
- (a) Unit prices previously approved.
 - (b) An agreed lump sum.

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- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the Work, computed as follows:
- (1) The reasonable cost of labor employed directly on the Work at prevailing rates of wages.
 - (2) The cost of Worker's Compensation Insurance, Federal Social Security and State Unemployment Compensation on Item (l) at established rates.
 - (3) The reasonable cost of materials incorporated in the Work.
 - (4) The reasonable cost at fair market rental rates for equipment employed directly on the Work.
 - (5) Fifteen (15) percent of Items (1), (2), (3) and (4) for overhead, superintendence and profit. On subcontract Work, this fifteen (15) percent will be allowed only to the Subcontractor.
 - (6) An additional five (5) percent of Items (1), (2), (3) and (4) on Work performed by a Subcontractor of the Contractor. This five (5) percent includes overhead, superintendence, profit and bonds.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of commencement and the time for Substantial Completion and Completion of the Work are essential conditions of the Contract Documents, and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- 15.2 The Contractor will proceed with the Work at such rate of progress to insure both Substantial Completion and full Completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time allowed to achieve Substantial Completion and the Contract Time for Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 15.3 If the Contractor shall fail to achieve Substantial Completion or Completion within the specified time(s) or extension of time(s) granted by the Owner, then the Contractor will pay to the Owner the amount for Liquidated Damages, as specified in the Contract Documents, for each calendar day and/or working day that the Contractor shall be in default after the time(s) stipulated.
- 15.4 The Contractor shall not be charged with Liquidated Damages or any excess cost, when the delay in Completion of the Work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer:
- 15.4.1 To any preference, priority or allocation order duly issued by the Owner;
 - 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires,

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floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of Subcontractors occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this Article.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not; and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner. The Contractor shall bear the expense of making good all Work of other contractors by such removal and replacement of all destroyed or damaged Work.

16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove and replace such rejected Work within five (5) days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:

17.1.1 Subsurface or latent physical conditions at the site(s) differing materially from those indicated in the Contract Documents, or

17.1.2 Unknown physical conditions at the site(s) of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the Contract Documents.

17.2 The Owner shall promptly investigate the conditions; and, if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required written notice, provided that the Owner may, if the Contractor determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The Owner may suspend the Work, or any portion thereof, for a period of not more than ninety (90) calendar days or such further time, as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which the Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

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- 18.2 If the Contractor is adjudged bankrupt or insolvent, or if the Contractor makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property, or if the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or other applicable laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, tools, equipment, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method it may deem expedient.
- 18.3 In such case the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 18.4 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.5 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work satisfactorily executed and any expense sustained plus reasonable profit.
- 18.6 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop the Work until the Contractor has been paid all amounts then due, in which event and upon resumption of Work, a Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 18.7 If the performance of all or any portion of the Work is suspended, delayed, or interrupted, as a result of a failure of the Owner or the Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time an adjustment in the Contract

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Price and extension of the Contract Time, or both, shall be made by a Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or the Engineer.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site(s), the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. Payments to the Contractor are governed by Massachusetts General Law, Chapter 30, Section 39G and are recited in full in Document 00855, Special Conditions, Commonwealth of Massachusetts.

19.2 Prior to Substantial Completion, the Owner with the approval of the Engineer and with the concurrence of the Contractor may use any substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

19.3 The Owner shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

19.4 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of Work. The Contractor shall at the Owner's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability of the Contractor other than claims in stated amounts, as may be specifically accepted by the Contractor, for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the performance bond and payment bond.

21. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by itself, by any Subcontractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

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- 21.1.1 Claims under Worker's Compensation, disability benefit, and other similar employee benefit acts;
 - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
 - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any persons other than its employees;
 - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person; and,
 - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or a restrictive amendment added, unless at least thirty (30) days prior written notice has been given to the Owner. The certificates shall name the types of policy provided, specifically state the title of this Contract and state that the Insurance coverage is as required by the General Conditions and Supplemental General Conditions.
- 21.3 The Contractor shall procure and maintain at its own expense during the Contract Time liability insurance, as hereinafter specified:
- 21.3.1 General Public Liability including Contractor's Liability as applicable to the Contractor's obligations. Completed Operations and Products Liability: all on the occurrence basis with Personal Injury coverage and Broad Form Property Damage. Products and Completed Operations shall be maintained for up to 3 years after the Completion of the Project.

<u>Bodily Injury and Accidental Death - General Liability</u>	
Combined Single Limit/Annual Aggregate	\$1,000,000/\$2,000,000
<u>Property Damage - General Liability</u>	
Combined Single Limit/Annual Aggregate	\$1,000,000/\$2,000,000
<u>Bodily Injury - Automobile Liability</u> (Applicable for any contractor who has an automobile operating exposure.)	
Per Accident /Aggregate	\$1,000,000/\$2,000,000
<u>Property Damage - Automobile Liability</u> (Applicable for any contractor who has an automobile operating exposure.)	
Per Accident /Aggregate	\$1,000,000/\$2,000,000
- 21.3.2 The Contractor's Public Liability Insurance shall provide, by any necessary removal of exclusions or by separate policies of the same limits, coverage for all hazards inherent in

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the Work of this Project. Without limiting the foregoing statement, the insurance shall cover the following hazards: Explosion, collapse and underground damage; damage to property in the Contractor's care, custody or control; rigging, hoisting and moving.

- 21.3.3 The Contractor shall acquire and maintain Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.
- 21.4 The Contractor shall procure and maintain at its own expense during the Contract Time, in accordance with the provisions of the laws of the State in which the Work is performed, Worker's Compensation Insurance and Employer's Liability Insurance, including occupational disease provisions for all of its employees at the site(s) of the Project; and, in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance and Employer's Liability Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under this Contract at the site(s) of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. The limit of Employer's Liability Insurance shall not be less than required by the State of Massachusetts.
- 21.5 The Contractor is not required to acquire and maintain "Special Form" type Builders Risk Insurance for Work to be performed.
- 21.6 The Contractor shall secure and maintain Owner's Protective Liability Insurance coverage naming the Owner and the Engineer as insured with the same limits and coverages as the Contractor's General Public Liability, Property Damage Insurance. This insurance shall be in addition to the other required coverages, but shall not duplicate such coverage therein provided.
- 21.7 The Contractor shall secure and maintain Umbrella or Excess Liability Insurance in the amount of One Million Dollars (\$1,000,000) over and above the primary limits required to be carried. The Owner shall be named as an additional insured.
- 21.8 The Contractor shall secure and maintain Property Coverage for materials and supplies being transported by the Contractor, as the Owner's Property Contract provides coverage for personal property within 1,000 feet of the premises.
- 21.9 Insurance referred to shall be written for not less than any limits of liability required by law, or those set forth above, whichever is greater.
- 21.10 The Owner reserves the right to require additional insurance coverages, higher limits or both, provided the Owner will pay the additional premium therefor.

22. CONTRACT SECURITY

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22.1 The Contractor shall within ten (10) days after receipt of the Notice Of Award furnish the Owner with a performance bond and payment bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents and upon prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in the U.S. Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bonds is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, the Contractor shall, within ten (10) days substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond(s) shall be paid by the Contractor. No further payments to the Contractor shall be deemed due nor shall any be made until the new surety or sureties shall have furnished an acceptable bond(s) to the Owner.

23. ASSIGNMENTS

23.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, or its obligations thereunder without written consent of the other party.

24. INDEMNIFICATION

24.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor(s), anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the Owner or the Engineer, or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

24.3 The obligation of the Contractor under this Article shall not extend to the liability of the Engineer, its agents or employees, arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

24.4 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, tools, and all supplies,

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incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

25. SEPARATE CONTRACTS

- 25.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall promptly connect and coordinate Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 25.2 The Owner may perform additional Work related to the Project or let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment, and the execution of Work, and shall properly connect and coordinate Work with theirs.
- 25.3 If the performance of additional Work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves the Contractor in additional expense, or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefor, as provided in Articles 14 and 15.
- 25.4 The Owner shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work, except such as may be caused by agents or employees of the Owner.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which under normal contracting practices are performed, by specialty Subcontractors.
- 26.2 The Contractor shall not award Work to Subcontractor(s) in excess of fifty (50) percent of the Contract Price without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

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26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

27. ENGINEER'S AUTHORITY

27.1 The Engineer may act as the Owner's representative during the construction period. The Engineer shall decide questions that may arise as to quality and acceptability of materials furnished and Work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site(s) and determine if the Work is proceeding in accordance with the Contract Documents.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the Completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way or right-of-entries acquired.

28.3 The Contractor shall provide at the Contractor's expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29. GUARANTY

29.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship; and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30. CLAIMS AND DISPUTES

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30.1 All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims that have been waived by the making and acceptance of final payment as provided by Article 20, shall be entered into a court of competent jurisdiction within the State where the Work is located.

30.2 The Contractor will carry on the Work and maintain the progress schedule during any disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The Contractor is an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966, to the extent that materials and supplies are used or incorporated in the performance of the Contract. The Contractor shall obtain from the Owner an exemption certificate number to be used in lieu of paying the tax on exempted items.

32. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

32.1 The Specifications and Drawings are intended to describe and provide for a completed Project. They are intended to be complementary, and what is called for by either shall be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned, and the Contractor shall provide all labor and materials necessary for the entire Completion of the Work intended to be described.

33. SITE REGULATIONS

33.1 On or before the Completion of the Work, the Contractor shall without charge therefor tear down and remove all buildings and other temporary structures built by the Contractor, and shall remove and legally dispose of surplus material and rubbish of all kinds from any ground which it has occupied and shall leave the Work, grounds and surroundings in a clean and neat condition.

33.2 Tobacco, Drugs and Liquor Prohibited. The Contractor shall neither permit nor suffer smoking where it creates a hazard nor the introduction or use of drugs, spirituous or intoxicating liquors upon or about the Work embraced in this Contract or upon any of the ground occupied by the Contractor.

33.3 Posters. The Contractor shall not permit or suffer any placards, posters or advertisements to be displayed on or about the premises unless approved by the Owner.

34. LIMITATIONS OF DATA PRESENTED

34.1 Drawings, surveys, measurements, dimensions, calculations, estimates, borings and statements as to the condition under which the Work is to be performed are believed to be correct.

34.2 The Bidder shall carefully examine the Contract Documents, including all Drawings, Specifications and Addenda, shall visit the site(s) and shall satisfy itself as to the type and quantity of the Work to be performed. For the purposes of comparing several proposals, the Bid shall be based on the data presented and the Bidder's examination of the site(s).

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34.3 The locations of all utilities are obtained from the best available sources and are to be considered as approximate insofar as size, location and elevation are concerned. Furthermore, it is expressly understood that there may be utilities in existence other than those shown on the Drawings.

35. HEALTH AND SAFETY EQUIPMENT

35.1 As provided for in Article 11, the Contractor is responsible for establishing and maintaining a health and safety program throughout the course of the Project so as to meet all Local, State, Federal and OSHA requirements.

35.2 In order for the Owner and/or Engineer to observe the Work, the Contractor shall provide health and safety equipment for such purposes. Such equipment shall specifically include, but not necessarily be limited thereto, the following:

35.2.1 Ear plugs in sufficient quantities

35.2.2 Headset protective hearing devices

35.2.3 Safety glasses/goggles

35.2.4 3-way gas detector meter with lights and alarm (hydrogen sulfide, combustible gases and oxygen deficiency)

35.2.5 Tripod (mechanical crank type especially designed and equipped for lifting personnel in and out of confined spaces)

35.2.6 Ropes and harnesses

35.2.7 Disposable coveralls/protective clothing/gloves in sufficient quantity and sizes

35.2.8 Ventilating equipment for confined spaces

35.2.9 Self-contained breathing apparatus (SCBA)

35.3 All of the above equipment shall be continuously provided at the worksite(s) and maintained in good working order (including manufacture's recommended maintenance and calibration of the 3-way gas detector and SCBA equipment). It is understood that such equipment shall remain the property of the Contractor and is in addition to any and all health and safety equipment that the Contractor is required to have for the Contractor's health and safety program on-site.

35.4 The Contractor is advised that the Owner has clearly established on-going Confined Space and Lock-out/Tag-out programs. Where the Contractor's Work requires confined space entry into existing facilities and/or lock-out/tag-out of existing equipment and electrical controls, the Contractor shall strictly abide by the Owner's programs if they are more stringent than the Contractor's own procedures.

END OF DOCUMENT

SPECIAL CONDITIONS - GENERAL

1.01 Statutory Requirements in General

- A. The Contractor shall keep himself fully informed of all existing and future State and National Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Work, or the materials used or employed in the Work, or in any way affecting the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part thereof. If any discrepancy or inconsistency is discovered in the drawings or specifications or Contract for this Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and Engineer and all of its and their officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees or subcontractors.

- B. All materials furnished and Work done are to comply with all state and federal laws and regulations.

1.02 Police Officers

- A. Any police officers, reserve, special or otherwise, employed by the Contractor, shall be paid the prevailing wage rates paid to regular police officers of the municipality in which the Work is to be performed. When requesting police detail the bidder must give the project name and the Office of Community and Economic Development as the information it should be billed under.

END OF DOCUMENT

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SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Massachusetts General Laws ("2002 Official Edition")

MGL C.30, S.39F	Construction Contracts Assignment and Subrogation; Subcontractor Defined; Enforcement of Claim For Direct Payment; Deposit, Reduction of Disputed Amounts
MGL. C.30, S.39G	Completion of Public Works; Semi-Final and Final Estimates; Payments; Extra Work; Disputed Items
MGL C.30, S.39I	Deviation from Plans and Specifications
MGL C.30, S.39J	Public Construction Contracts; Effects of Decisions of Contracting Body or Administrative Board
MGL C.30, S.39K	Public Building Construction Contracts; Payments
MGL C.30, S.39L	Public Construction Work by Foreign Corporations; Restrictions and Reports
MGL C.30, S.39M	Contracts for Construction and Materials; Manner of Awarding
MGL C.30, S.39N	Construction Contracts; Equitable Adjustment In Contract Price for Differing or Latent Physical Conditions
MGL C.30, S.39O	Contracts for Construction and Materials; Suspension, Delay or Interruption Due to Order of Awarding Authority; Adjustment in Contract Price; Written Claim
MGL C.30, S.39P	Contracts for Construction and Materials; Awarding Authority's Decisions on Interpretation of Specifications, etc.: Time Limit; Notice
MGL C.30, S.39R	Definitions; Contract Provisions; Management and Financial Statements; Enforcement
MGL C.149, S.26	Public Works; Preference to Veterans and Citizens; Wages
MGL C.149, S.34	Public Contracts; Stipulation as to Hours and days of Work; Void Contracts
MGL C.82, S.40A	Excavations; Notice
MGL C.82, S. 40B	Designation of Location of Underground Utilities
MGL C. 82, S.40C	Excavator's Responsibility to Maintain Designation Markings; Damage Caused by Excavator
MGL C. 82, S. 40D	Local Laws Requiring Excavation Permits; Public Ways
MGL C.82, S. 40E	Violations of Secs. 40A-40E; Punishment

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MGL C.149, S.26 to Minimum Wage Rates
27D

The following excerpts are from the Massachusetts General Laws. The bidder shall make his own investigations to assure the accuracy of the excerpts by reviewing an Official Edition of the Massachusetts General Laws.

CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED;
ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT, REDUCTION OF DISPUTED AMOUNTS - (MGL
C.30, s.39F)

(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 (l) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

- (a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- (b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- (c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.
- (d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or

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so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

- (e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (I) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (I) and (ii) of this subparagraph.
- (f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.
- (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amount 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 the 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).

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COMPLETION OF PUBLIC WORKS; SEMI-FINAL AND FINAL ESTIMATES; PAYMENTS; EXTRA WORK; DISPUTED ITEMS (MGL C. 30, s 39G)

Upon substantial completion of the work required by a contract with the Commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such a list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which

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would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or some location agreed upon in writing, to which the contractor has title or which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demand for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five percent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five percent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

DEVIATIONS FROM PLANS AND SPECIFICATIONS – (MGL C. 30, S 391)

Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be conformed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or

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elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contract authority. Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section willfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

PUBLIC CONSTRUCTION CONTRACTS; EFFECTS OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD – (MGL, C. 30, S 39J)

Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract 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, district, board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law.

PUBLIC BUILDING CONSTRUCTION CONTRACTS; PAYMENTS – (MGL, C. 30, S 39K)

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 (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority upon certification by the contractor that he is the lawful owner and the materials are free from all encumbrances, 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 percent 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 percent 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

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

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

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

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

Notwithstanding the provisions of the section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 percent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

PUBLIC CONSTRUCTIONWORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS – (MGL C. 30, S 39L)

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the

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

CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING – (MGL, C 30, S 39M)

- (a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than ten thousand dollars, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection one of section forty-four A of chapter one hundred and forty-nine, estimated to cost more than ten thousand dollars but not more than twenty-five thousand dollars, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read by such awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such bid deposit shall be five per cent of the value of the bid. Any person submitting a bid under this section shall, on such bid, certify as follows:

The undersigned certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Company)

This paragraph shall not apply to the award of any contract subject to the provisions of sections forty-four A to forty-four L, inclusive, of chapter one hundred and forty-nine and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency caused by enemy attack, sabotage or other such hostile actions or resulting from explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this paragraph to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

- (b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a

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written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority; (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, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or procedures, and for the equal of any one said named or described materials.

- (c) The term "lowest responsible and eligible bidder" shall mean the bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provision of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder; and (4) who obtains within ten days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority.
- (d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than twenty-five thousand dollars awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B.
- (e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

CONSTRUCTION CONTRACTS; EQUITABLE ADJUSTMENT IN CONTRACT PRICE FOR DIFFERING OR LATENT PHYSICAL CONDITIONS – (MGL, C. 30, S 39N)

"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

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substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

CONTRACTS FOR CONSTRUCTION AND MATERIALS; SUSPENSION, DELAY OR INTERRUPTION DUE TO ORDER OF AWARDING AUTHORITY; ADJUSTMENT IN CONTRACT PRICE; WRITTEN CLAIM (MGL, Chapter 30: Section 39O)

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 or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the 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.

CONTRACTS FOR CONSTRUCTION AND MATERIALS; AWARDING AUTHORITY'S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE – (MGL, C 30, S 39P)

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.

DEFINITIONS; CONTRACT PROVISIONS; MANAGEMENT AND FINANCIAL STATEMENTS; ENFORCEMENT - (MGL, C. 30, S 39R)

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(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by a responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
- (7) "Management", when used herein, means the chief executive officers, partners, principals, or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
- (8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight O, inclusive, of chapter 7, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

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- (1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
 - (2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and
 - (3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and
 - (4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
 - (5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.
- (c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:
- (1) transactions are executed in accordance with management's general and specific authorization;
 - (2) transactions are recorded as necessary:
 - (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - (ii) to maintain accountability for assets;
 - (3) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.
- (d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be

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accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

- (e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.
- (f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

PUBLIC WORKS; PREFERENCE TO VETERANS AND CITIZENS; WAGES - (MGL, C. 149, S 26)

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 authority 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, authority 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, authority 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.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-

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five to fifty inclusive of chapter thirty.

PUBLIC CONTRACTS; STIPULATION AS TO HOURS AND DAYS OF WORK; VOID CONTRACTS - (MGL, C. 149, S 34)

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 apart 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.

EXCAVATIONS; NOTICE – (MGL, C.82, S.40A)

No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays, and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has pre-marked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be pre-marked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged.

DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES – (MGL C.82, S.40B)

Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time said initial notice is received by the system or at such time as said company and the excavator agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the pre-marking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided however, that in the event that the excavator has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire

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location of its facilities within such 72 hour period, then such excavator shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible.

EXCAVATOR'S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR – (MGL C.82 S.40C)

After a company has designated the location of its facilities at the location in accordance with section 40 B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.

LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS – (MGL C.82 S.40D)

Nothing in this section shall effect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A.

VIOLATIONS OF SECS. 40A-40E; PUNISHMENT (MGL C.82 S.40E)

Any person or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$500 for the first offense and not less than \$1,000 nor more than \$5,000 for any subsequent offence within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to Pre-mark for an excavation on such person's residential property.

MINIMUM WAGE RATES

SECTION 00855

In compliance with Massachusetts Laws, Chapter 149, Sections 26 to 27D inclusive, job classifications and determinations of the rate of wages applying thereto have been established by the Executive Office of Labor of the Commonwealth of Massachusetts and are included below.

END OF DOCUMENT

CHANGE ORDER FORM

Date: _____

Change Order Number: _____

Contract Number: _____

Project: **AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DISPOSAL**

Engineer: _____

Owner: City of Amesbury, Massachusetts

Contractor: _____

Contract Date: _____

To: _____
(Contractor)

You are hereby authorized and directed to make the changes noted below in the subject Contract.

Approved By: _____
(Owner)

(Date)

Description and Reason for Change:

SECTION 00905

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price: \$ _____

Contract Price prior to this Change Order: \$ _____

The Contract Price due to this Change Order will be
(Increased) (Decreased) by: \$ _____

The New Contract Price including this Change Order: \$ _____

This Change Order (Increases) (Decreases) the Contract Time by:
_____ Calendar Days and/or _____ Working Days

The revised Contract Completion Date is: _____

Other Contracts affected (if any): _____

Reviewed By:

(Signature)

(Date)

Accepted By:

(Contractor)

(Signature)

(Date)

Certification of Appropriation under M.G.L. c.44, s.31c: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer

Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner's Project No. _____ Engineer's Project No. _____

Project: **AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DISPOSAL**

Contractor _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
Owner

And To _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

SECTION 00945

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by Contractor within _____ days of the above date of Substantial Completion.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

Responsibilities:

Owner: _____

Contractor: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

SECTION 00945

Executed by Engineer on _____, 20__

Engineer

By _____

Contractor accepts this Certificate of Substantial Completion on _____, 20__

Contractor

By _____

Owner accepts this Certificate of Substantial Completion on _____, 20__

Owner

By _____

WAIVER OF LIENS

Contract No.: _____

Agreement Date: _____

Owner: City of Amesbury, Massachusetts

Project Name: AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DISPOSAL

Completion Date per Agreement and Change Orders: _____

The undersigned contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge, in full, all obligations of the undersigned incurred in connection with work covered by prior Estimates for Partial Payment under said contract, being Estimates Number 1 through _____ inclusive; and (2) all labor, materials and equipment incorporated in said Project or otherwise listed in or covered by these Estimates for Partial Payment are free and clear of all liens claims, security interests and encumbrances, except those listed below by obligee, nature and amount of obligation and covered by appropriate bond or bonds, as listed beside each obligation and attached to and made a part of this certification.

Obligation

Bond

Date

Contractor

Signed by Officer of Corporation

Title

COUNTY OF _____

STATE OF _____

Before me on this _____ day of _____, 20__ personally appeared _____ known to me, who being duly sworn, did depose and save that he is the _____ (Officer) of the Contractor above mentioned; that he executed the above statement on behalf of said Contractor and that all of the statements contained therein are true, correct and complete.

NOTARY PUBLIC

**CERTIFICATE OF FINAL PAYMENT
AND COMPLETION OF WORK**

Contract No.: _____

Agreement Date: _____

Owner: **City of Amesbury, Massachusetts**

Project Name: **AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DISPOSAL**

Completion Date per Agreement and Change Orders: _____

FINAL CERTIFICATION OF CONTRACTOR

Name: _____

Address: _____

agrees to accept \$ _____ as full and final payment for all work completed under this Contract dated _____ with the City of Amesbury, Massachusetts (Owner) for

AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DISPOSAL

I certify that all construction has been carried out in substantial compliance with the Contract Documents, and that all labor, equipment, materials and Subcontractors have been or will be paid in accordance with the requirements of the General Laws of the Commonwealth of Massachusetts.

Date

Contractor

Signed by Officer of Corporation

Title

DIVISION 1
GENERAL CONDITIONS

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.01 LOCATION OF WORK:

- A. The Work of this Contract is located on Water Street in the City of Amesbury, Massachusetts. The work consists of the demolition, removal, and disposal of the DPW Building at 27 Water Street, Amesbury, Ma.

1.02 SCOPE OF WORK:

- A. Furnish all labor, materials, equipment and incidentals necessary to demolish, remove, and dispose of the DPW Building at 27 Water Street as specified herein.
- B. The Work includes, but is not necessarily limited to, the following major items:
 - 1. Confirmation of the disconnection of all existing utilities to the building.
 - 2. Demolition Permit
 - 3. The removal of all asbestos/PCB/lead, if present.
 - 4. Demolition of the existing building, inclusive of the slab and foundation.
 - 5. Removal and disposal of the existing structure.
 - 6. Rodent Extermination.
 - 7. Installation of gravel base on parcel to fill building footprint and site grading.

1.03 WORK SEQUENCE

- A. The Contractor shall submit to the Engineer for review a sequence of operations, giving detailed plans and schedules of his proposed operations. Said sequence of operations shall be accepted by the Engineer prior to the start of the work. The sequence shall be periodically updated as requested by the Engineer.

CONTRACTOR'S USE OF PREMISES:

- A. Contractor shall limit the use of the premises for the performance of the Work and storage of materials and equipment to allow for the Owner's use in operating and maintaining the street.
- B. Contractor shall coordinate with Owner necessary access for normal maintenance requirements.
- C. Contractor shall assume full responsibility for security of all his and his subcontractors materials and equipment stored on the site.
- D. If directed by the Owner, Contractor shall move any stored items which interfere with operations of the Owner.
- E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

END OF SECTION

DIVISION 2
SPECIFICATIONS

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The project involves the complete demolition, removal of a one-story brick building at 27 Water Street in Amesbury, MA. The building had served as the DPW garage, storage and repair facility. Demolition shall include the removal of the foundation and slab.
- B. Attention is called to bidders that the project requires payment of prevailing wages as provided in the bid document.
- C. Bidders are advised that adjacent to the building, the City has undertaken a soils removal project by another contractor. The successful bidder shall coordinate demolition activities with the soil removal contractor.
- D. Contractors work shall be completed by June 13, 2014.
- E. Bidder are advised to review the attached document entitled "Pre-demolition asbestos and lead paint sampling" for the site.
- F. A non-mandatory pre-bid conference will be scheduled at the site on Monday, May 5, 2014 at 10:00 a.m.

1.1 TECHNICAL SPECIFICATIONS:

A. GENERAL:

- 1. The complete removal and disposal of the existing brick building at 27 Water Street, Amesbury MA.

B. STANDARDS:

- 1. All materials, equipment and operations shall be in accordance with the current COM state Building Code, the requirements of the City, the COM Department of Public Safety, OSHA, the AGC safety and operations standards, any trade or material association having jurisdiction of the respective class of work or operations, and the standards and the directions of the applicable utility companies and the City, of which the most stringent conditions shall apply in the interest of the public and the Owner and the Owner's agents.
- 2. In these documents, wherever the words "Contractor" or "this Contractor" are used, it shall be construed to be the Demolition Contractor as the principal party to the Contract with the Owner. The "Contractor" includes subcontractors, sub-sub contractors and suppliers and any of their respective agents involved in performing the Work, including the site filling and compaction as described herein and as indicated.

C. DISCONTINUITY OF UTILITY SERVICES:

- 1. Before starting any demolition, the Contractor shall verify that the permanent disconnection of all utility services involved within the project area has been performed. This Contractor shall inform the Owner of any such disconnection work found to be incomplete. The Owner will arrange to have the disconnection Work done by others in a timely manner and in accordance with all applicable municipal requirements and the applicable Federal and State codes and standards as indicated, as well as the requirements of the respective utility companies for each class of utility.
- 2. If disconnections of underground and/or aerial utilities are required to be made in public thoroughfares, this Contractor shall perform the Work—or arrange to have the Work performed--

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

and the Work shall comply with all local requirements and regulations regarding the barricading of streets, the removal and restoration of pavement; fencing, if any, and safety measures and any other requirements of the City and the Utility companies, as applicable.

D. PROTECTION OF ADJACENT PROPERTY:

1. The work of demolishing structures shall be carried on in a manner that will insure adjacent and abutting properties, property which is/are occupied, and persons occupying such properties against any damages or injuries which might occur from accidents and falling debris, materials and devices, collapse, impacts, vibration, or other causes, and so as to not interfere with the use of adjacent and abutting buildings, structures and properties and the free and safe passage to and from the same.
2. The contractor shall shore, brace, underpin, secure and protect as may be necessary all foundations and other parts of structures to remain on the project site or which are adjacent to or in the vicinity of the site or which may be in any way affected by his excavations, removals and/or other operations. The Contractor shall indemnify and save harmless the Owner, the Owner's personnel and the Owner's agents from any liability for any injury or damage to said structures and the premises, adjacent property, or to persons due to the Contractor's operations on-site and/or off-site. He shall issue any and all required notices to property owners or other parties on, or in the vicinity of the site.
3. The Contractor shall take adequate precautions to protect all walks, roads, streets, curbs, pavements, trees and planting, equipment and devices (on or off the premises) and shall repair and replace or otherwise make good as directed by the Owner or his agents, any such or other damage so caused. The Contractor shall take down only such trees as designated by the Owner.
4. The Contractor shall indemnify and save harmless the Owner and the Owner's agents from any claims for any damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person or creature as a result of any work conducted under this contract.

E. SANITARY FACILITIES:

1. The Contractor shall furnish, install and maintain ample facilities for the work persons. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes or officials of the city or the state. Drinking water and any other health and safety requirements shall be in accordance with the applicable regulations.

F. USE OF PREMISES:

1. The Contractor shall confine his equipment, storage or any materials, and Demolition and Site Clearance operations to the project area and limits prescribed by the ordinances, codes and requirements of the City and the state or related permits, or as may be directed by the Owner and shall not unreasonably encumber the premises with his salvaged material and/or debris.
2. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes and requirements of the officials of the City and the state regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, fencing, fire prevention and any health and safety conditions, including dust and hazardous materials. Explosives and burning shall not be used for this project.
3. The Contractor shall not conduct sales from the project site nor maintain storage on the site for the purpose of selling.

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

G. REMOVAL OF DEBRIS, CLEANING, ETC.:

1. All rubbish and debris found in the demolition area and the Project Area at the start of the work, as well as that resulting from the demolition activities or deposits on the site by others during the duration of the contract shall be removed and legally disposed of off-site by the Contractor, who shall keep the Project Area and public rights-of-way reasonably clean at all times. Upon completion of the work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds, leaving the entire Project Area in a neat condition. Trash burning on the site will not be permitted. The Contractor shall not use any debris, perishable materials or construction materials (including masonry materials) for fill.
2. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash from the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the Demolition and Site Clearance without the express approval of such owner or authority.

H. REVIEW BY THE OWNER AND THE OWNER'S AGENTS:

1. The Owner and the Owner's agents shall have access at all times and be permitted to observe and review all work, materials, equipment, employment conditions, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Owner or by the Owner's agents with the Owner's approval.

I. DEDUCTION FOR UNCORRECTED WORK:

1. If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract price will be made by agreement between the Contractor and the Owner, subject to settlement in case of dispute as herein provided in the General Conditions of the Contract.

J. FINAL INSPECTION:

1. When the Work of Demolition, Removal and Disposal and the related earthwork is substantially completed, the Contractor shall notify the Owner in writing that the Work will be ready for final inspection at a definite date which shall be stated in such notice.

K. RISK OF LOSS:

1. The Owner assumes no responsibility for the conditions of existing buildings and structures and other property in the Project Area or for their continuance in the condition existing at the time of issuance of the Invitation for bids thereafter. No adjustment of the Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made.

L. INSURANCE: (See also the General Conditions of the Contract.)

1. The Contractor shall carry or require that there be carried Workers Compensation Insurance for all employees and those of subcontractors and sub-subcontractors and suppliers engaged in work at the Project Area, in accordance with State or governmental Workers Compensation laws.
2. The Contractor shall carry or require that there be carried Contractor's Public General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate to protect the Contractor and subcontractors against claims for injury to or death of one, or more

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

than one person, because of the Contractor's activities and inactivities and accidents which may occur or result from operations under the contract, on-site and/or off-site; such insurance shall cover the use of all equipment, tools and devices, machines, cranes, hoists, rollers, mixers, staging, and motor vehicles of every type, in the activities involved in this Contract. The insurance shall include coverage related to "collapse, underground collapse and hazardous materials". The Contractor shall certify that there are no known claims against the General Liability Policy now or at the time that the demolition Work begins and that the annual aggregate limit indicated shall not be diminished for this project.

3. The contractor shall include Automobile and Vehicle Liability coverage and Property coverage for all owned, borrowed, hired or leased business property and equipment. Additionally there shall be provided a Commercial Excess Umbrella Liability coverage of a minimum of \$1,000,000.
4. Each subcontractor, sub-subcontractor and supplier shall carry similar insurance for like coverage as indicated above pertaining to the Work. The Contractor, each subcontractor and each sub-subcontractor and supplier further agree to indemnify and save harmless the Owner and the Architect and consultants and any other related Owner's agents; their respective employees, officers, stockholders, agents and assigns from any responsibility arising under this article.
5. The work shall be entirely at the Contractor's risk until the same is fully completed and accepted. The Contractor shall maintain property insurance for the project, in its entirety, on all work and equipment, vehicles, materials, tools and devices or any objects involved in this contract, until the final or conditional acceptance of the work. Any losses of any kind relating to the equipment, vehicles, materials, tools and devices, or any objects owned and/or leased, hired or borrowed by the Contractor or sub contractor, sub-subcontractors and suppliers, or their respective agents, are solely the responsibility of the Contractor.
6. The Owner shall be included as an "additional insured" by endorsement, in the Public Liability and Property Damage insurance policies, or, in lieu of the same, shall be furnished with a contingent policy with the same limits as stated under the specified insurance requirements. Certificates of Insurance indicating all of the above shall be furnished to the Owner and the City Building Inspector prior to implementing the Work.

M. GENERAL GUARANTEE:

1. Neither the final certificates of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work done in accordance with the Contract or relieve the contractor of responsibility in respect to any express warranties or responsibilities for failure to comply with the terms of the Contract documents. The Owner will give notice of observed non-compliance with reasonable promptness.

N. REMOVAL AND SALVAGE OF EXISTING STRUCTURES:

1. Upon execution of the contract, all right, title and interest of the Owner in and to, structures, and other property to be demolished and/or removed by the contractor, on said part or all of the Project Area described in such Notice To Proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the Contract and the following:
 - a. No right, title, property or interest of any kind whatsoever in or to the land or premises upon which structures stand, is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except the licenses and right of entry to remove such structures, ancillary parts, devices and materials, and to perform related activities, all in strict accordance with the Contract.

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

- b. Only such materials and equipment or devices may be salvaged by the Contractor as is owned by the Owner and in the event of any doubt respecting the ownership of any particular materials and equipment or devices, the Contractor shall request from the Owner a written statement respecting its ownership.
 - c. Except as otherwise provided, all salvage becomes the property of the Contractor and shall be taken from the Project Area. Storage of materials and equipment in the Project Area will not be permitted, except during the period of the Contract. Such salvage and storage shall in no way interfere with other activities of the Owner or abutting properties. Any such storage that may be declared a public nuisance by the City officials shall be removed upon notice of the same.
 - d. All rubbish and debris found existing in the Project Area at the start of the work shall be removed by the Contractor as a part of this Contract.
- 2. The Contractor shall not remove any structure substantially as a whole, but shall demolish each completely on the premises. Masonry walls, piers shall be demolished in small sections. All foundation walls, slabs and platforms at grade shall be broken-up and removed.
 - 3. Provide safety fencing and Jersey barrier enclosures of any area that may be hazardous to the public during the work under this contract and to deter trespass by others. Fencing and barriers shall conform to the applicable codes, regulations and requirements of the applicable officials. After the satisfactory completion of this Contract, the General Contractor will arrange to have temporary Cyclone type fencing installed on the perimeter of the site.

O. FILLING AND GRADING:

- 1. Following the demolition and removal of the structures and all debris and building materials, including foundation walls and slabs, the remaining excavated areas, holes or depressions from the main grade, shall be filled with compacted granular material ("gravel") to the level of the adjacent main grade.
- 2. Filling shall be done in layers not to exceed one foot in depth each and each layer shall be compacted with continuous dozer passes and/or by vibrating or other compaction machinery to provide a minimum compaction of 95% compaction (maximum dry density at optimum water content). Testing and inspection services for the same will be provided by the Owner. The top finished grade shall be 6" of crushed stone of maximum 3/4' size.
- 3. Granular fill material shall be well graded sand/gravel mix containing no stones larger than 4" in maximum dimension and the fill shall be free from clays, organic materials, building materials, masonry, debris, loam, topsoil, peat, or other compressible soils. Filling shall be graded by this Contractor to the approximate grades as shown on the project site plans—in preparation for sub-base and hot top parking, which will be performed by others. The indicated top coursing may be modified at the Owner's request and an equitable cost adjustment will be arranged.

P. CLEAN-UP:

- 1. The Contractor shall remove from the site all rubbish and debris found thereon and all materials and debris resulting from the work under this Contract. The site shall be left in a safe, clean, graded condition upon completion of the demolition work. The fill shall extend to the sidewalks level, as applicable. Adjacent sidewalks and roadways shall be left "broom clean"

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

Q. WORK BY THE OWNER:

1. The Owner will be responsible for arranging for the inspections/surveys for asbestos and lead paint.

R. CITY REQUIREMENTS AND MISCELLANEOUS REQUIREMENTS:

1. In addition to any items indicated in the foregoing, the following are special requirements of the city and miscellaneous requirements related to this project:
 - a. Any operations that involve the generation of dust shall be watered down to minimize or stop dust activities in the neighborhood. Materials that will produce dust in this operation shall be wetted before the removal of the material and during the removal and as it is deposited. During the day and at the end of each day, any peripheral areas that have dust deposits shall be cleaned and watered and drained and filtered at the appropriate catch basins per the directions of the City DPW. The water source for watering will be arranged by the Owner for use for by the Contractor and his hose connections.
 - b. Personnel from the City Fire Department shall be employed by the Contractor as a "Fire Watch" in those conditions involving welding or torching of metals or any other conditions that involve fire hazards.
 - c. Personnel from the City Police Department shall be employed by the Contractor as a Police Detail relating to traffic and safety at the perimeter of the project area.
 - d. The Contractor shall coordinate his activity with the electric, telephone and cable companies relating to overhead wiring.
 - e. The Contractor shall provide an "implementation" plan to the Building Commissioner for approval relating to the timing and sequencing of the work and conditions for implementing the Work.
 - f. The Contractor shall notify and coordinate his activities with DIG SAFE prior to the start of demolition.
 - g. The Contractor shall provide Certificates of insurance to the Building Inspector as well as to the Owner.
 - h. The Contractor shall provide the documentation relating to the construction supervisor's license to the Building Inspector.
 - i. The disconnection of the existing utilities within the project area will be performed/arranged by the Owner's tradesmen. This Contractor shall show the actual utility service connection entrances at the perimeter foundation walls with paint markings on the adjacent walks. A site plan with accurate dimensions for record purposes. (Marked-up on the site plans is acceptable) shall be provided by the Contractor to the Owner and the Building Inspector.
 - j. Any signage for the project shall be approved by the Building Commissioner.
 - k. On-site burning or the use of explosives or hazardous materials is strictly prohibited.
 - l. Snow removal, if any, shall be the responsibility of the Contractor.
 - m. The Contractor shall obtain all permits and post all bonds, if any, related to this operation.

AMESBURY DPW BUILDING DEMOLITION, REMOVAL AND DISPOSAL
SECTION 02010

END OF SECTION

1.1 COORDINATION AND PHASING OF WORK

- A. Contractor shall coordinate all work with all other work of this Project. Where additional regulatory requirements apply to the work in this Section, the Contractor shall ensure compliance with all requirements.
- B. Contractors work schedule must be coordinated with and acceptable to and approved by the Owner. Contractor shall work continuously and diligently in each work area on the days and during the hours indicated on their work schedule.

1.2 SUBMITTALS

A. Pre-Construction Meeting

The Contractor shall meet with the Owner for a Pre-Construction meeting prior to commencing work on the project. The meeting shall be at the facility or at the offices of the Owner, at a mutually convenient time and date. At the meeting, the Contractor shall be represented by authorized representatives and the field supervisor who shall run the project on a daily basis, and who shall present evidence that all requirements for initiation of the work have been met. The minimum agenda for the meeting shall be:

1. Channels of communication.
2. Construction schedule, including sequence of critical work.
3. Designation of responsible personnel.
4. Procedures for safety, security, quality control, housekeeping, and related matters.
5. Use of premises, facilities, and utilities.

1.3 SPECIAL CONSIDERATIONS

A. Storage

1. Limited storage space may be provided by the Owner. Contractor will supply any additional temporary storage as needed. Contractor will be allowed to store waste in a waste dumpster on-site, to be coordinated with the Owner.

B. Working Hours

1. Working hours will be determined by the Owner in the Pre-Construction meeting prior to the start of the Project.

C. LEAD PAINT

1. Paint containing lead was found on surfaces on the exterior of the Site building (**reference report**). The handling and disposal of this material must be performed in accordance with the health and safety measures outlined in the OSHA Lead in Construction Standard. Contractors should be informed lead containing paints exist on the premises. In addition, in accordance with the USEPA Resource Conservation Recovery Act regulations, waste streams that may be coated with paint containing lead such as concrete and wood, must be characterized for disposal using the toxicity characteristic leaching procedure (TLP).

3.1 HOUSEKEEPING

- A. Throughout the work period, the Contractor shall maintain the building and site in a standard of cleanliness as specified throughout these specifications.
 - 1. The Contractor shall retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection materials.
 - 2. The Contractor shall not allow the accumulation of scrap, debris, waste material, and other items not required for completion of the work.
 - 3. The Contractor shall provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
 - 4. Daily and more often if necessary, the Contractor shall inspect the work areas and adjoining spaces, and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
 - 5. The Contractor shall maintain the site in a neat and orderly condition at all times.

END OF SECTION

APPENDIX A
BUILDING ASSESSMENT REPORTS

April 21, 2014

Mr. Pieter Hartford, P.E.
MPH Environmental, Inc.
104 Cross Street
Andover, MA 01810

**Re: Pre-Demolition Asbestos and Lead Paint Sampling
Amesbury Department of Public Works, Amesbury, Massachusetts
EFI Project No.: 98350-04128**

Dear Mr. Hartford:

On April 14, 2014, EFI Global, Inc. (EFI) performed a pre-demolition survey and sampling for asbestos-containing materials and lead paint at the Amesbury Department of Public Works building located at 27 Water Street in Amesbury, Massachusetts (Site). An associated Salt Shed across the street was also included as part of the survey. These services were performed in preparation for demolition of the buildings.

The DPW building is a single story brick structure. Interior finishes include sheetrock and wood panel walls, floor tile, and acoustical ceiling tile. The construction date of the building is unknown. The Salt Shed is a wood frame structure with a metal roof and two small shingled overhang roofs.

Asbestos Survey

The asbestos sampling was performed by Massachusetts-licensed asbestos inspector Mr. Craig Miner of EFI on April 14, 2014. A total of 30 samples of suspect asbestos-containing materials were collected. EFI performed the bulk sampling in the area according to methods outlined in the U.S. Environmental Protection Agency (EPA) guidance document titled, "Guidance for Controlling Asbestos-Containing Materials in Buildings" (Document No. 560/5-85/024). Samples were analyzed by EMSL Analytical, Inc. of Cinnaminson, New Jersey. The results of the sampling are summarized below.

No asbestos was detected within samples collected by EFI of the following materials:

- Blue 12"x12" floor tile
- Sheetrock
- Roof field – tars/felts
- Gray window caulk
- Black window caulk
- 2'x4' Ceiling tile
- Blue/Beige 12"x12" floor tile mastic
- Joint Compound
- Roof flashing – tars/felts
- Window glazing
- Beige floor tile
- Wall panel mastic

- Gray sink undercoat
- Door frame caulk
- Roof shingle on Salt shed

The U.S. Environmental Protection Agency (EPA) defines an Asbestos-Containing Material (ACM) as a material that contains greater than 1 percent (%) asbestos. The Massachusetts Department of Environmental Protection defines an Asbestos-Containing Material (ACM) as a material that contains greater than or equal to 1 percent (%) asbestos. **Asbestos was not detected in any of the building materials sampled by EFI in concentrations greater than or equal to 1%.**

The EPA - NESHAP regulations (National Emissions Standard for Hazardous Air Pollutants - 40 CFR Part 61, Subpart M), require that friable ACM, Category I and II non-friable ACM that has become friable, or Category I and II non-friable ACM that will be or has been subject to sanding, grinding, or abrading, be removed from a facility being demolished or renovated prior to any activity that would disturb the material.

EFI recommends that if any suspect materials are uncovered during demolition or renovation activities that were not identified during the survey, that the materials be sampled and analyzed for asbestos content prior to removal.

Asbestos Limitations

EFI's survey did not include an evaluation of underground asbestos cement water/sewer piping, or underground steam lines that may be present at the Site. Limited exploratory demolition was performed to access potentially hidden materials in pipe/other building chases or fire door cores. In addition to the above listed materials, other suspect ACMs may be present at the site that may not have been accessible by EFI during our survey. EFI investigated above ceilings and within pipe chases for potential asbestos-containing pipe insulation but did not observe any, however the materials may be concealed by existing ceilings and/or walls.

EFI recommends that if any suspect materials are uncovered during demolition or renovation activities that were not identified during the survey, that the materials be sampled and analyzed for asbestos content prior to removal.

Lead Paint Screening

On April 14, 2014 EFI performed a lead paint screening of the Site building. During the screening, EFI collected paint chip samples from representative painted/coated building components for analysis via Atomic Absorption Spectrometry using method SW846-7420. Samples were analyzed by EMSL Analytical, Inc. of Cinnaminson, New Jersey.

Summary of Findings

The paint screening revealed that one of the paint chip samples collected from the Site building contained levels of lead paint that are greater than the EPA residential standard of 0.50% lead by weight. The results of the samples ranged from 0.021% to 3.0% lead by weight. However, the Occupational Health and Safety Administration (OSHA) Lead in Construction Standard 29 CFR

1926.62 considers any detectable level of lead to be a potential for exposure if dust is generated from disturbances of surfaces coated with paint containing lead.

Lead Paint Sample Results

Sample ID	Sample Description	Analytical Results (% lead by weight)
L1	Wood fascia trim	3.0
L2	Brick wall paint	0.11
L3	Brick wall paint	0.021
L4	Brick wall paint	0.12
L5	Sheetrock wall paint	0.024
L6	Concrete floor paint	0.10
L7	Concrete floor paint	0.095

Regulatory Implications and Regulations

Worker Protection

OSHA defines any detectable concentration of lead in paint as a potential lead exposure hazard to workers doing construction/demolition-type work on these surfaces as even small concentrations of lead can result in unacceptable employee exposures depending upon the method of removal and other workplace conditions. Since these conditions can vary greatly, the lead-in-construction standard was written to require exposure monitoring or the use of historical or objective data to ensure that employee exposures do not exceed the Action Level of 30 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$). Historical data may be applied to some construction tasks involving lead.

OSHA requires that if coated surfaces with paint containing lead are impacted during demolition, then lead exposure monitoring must be performed by the contractor. Contractors and employers of staff who may disturb these materials are obligated to perform a 'negative exposure assessment' in accordance with OSHA regulations in order to document that, although minimal levels of lead are present in these materials, exposure to lead does not exceed the aforementioned OSHA Action Level.

OSHA states that until the employer performs an exposure assessment (or can supply prior data regarding the same type of work which may exempt them from the standard) and documents that employees are not exposed above the permissible exposure limit (PEL) of greater than 50 $\mu\text{g}/\text{m}^3$ of air, the employer must treat employees as if they were exposed above the PEL for the following operations:

- manual demolition of structures, manual scraping, manual sanding, and use of heat gun where lead-containing coatings or paints are present;
- abrasive blasting enclosure movement and removal;
- power tool cleaning;
- lead burning;
- using lead-containing mortar or spray painting with lead-containing paint;

- abrasive blasting, rivet busting, or welding, cutting, or burning on any structure where lead-containing coatings or paint are present;
- cleanup activities where dry expendable abrasive are used; and
- any other task the employer believes may cause exposure in excess of the PEL.

The contractor must provide respiratory protection, protective work clothing and equipment, change areas, hand washing facilities, biological monitoring, and training until an exposure assessment has determined that the work activity will result in an exposure below the PEL. Additional requirements under this standard include a written compliance program as well as record keeping.

Recommendations

Due to the presence of lead paint at the site EFI makes the following recommendations:

1. **Lead Paint:** Paint containing lead was found on surfaces on the exterior of the Site building. The handling and disposal of this material must be performed in accordance with the health and safety measures outlined in the OSHA Lead in Construction Standard. Contractors should be informed lead containing paints exist on the premises. In addition, in accordance with the USEPA Resource Conservation Recovery Act regulations, waste streams that may be coated with paint containing lead, such as concrete and wood, must be characterized for disposal using the toxicity characteristic leaching procedure (TCLP).

Limitations

This report has been prepared to assist the client in evaluating the presence of asbestos and lead paint at the above referenced site. EFI provided these services consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. This statement is in lieu of other statements either expressed or implied. This report is intended for the sole use of the client.

This report is not intended to serve as a bidding document nor as a project specification document and actual site conditions and quantities should be field verified. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document, the findings, conclusions, or recommendations is at the risk of said user. Although a reasonable attempt has been made to identify environmental issues in the areas inspected, the inspection was limited by the techniques used and areas inspected.

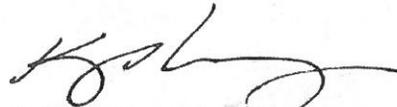
Additionally, the passage of time may result in a change in the environmental characteristics at this site. This report does not warrant against future operations or conditions that could affect the recommendations made. The results, findings, conclusions, and recommendations expressed in this report are based only on conditions that were observed during the inspection of the site.

We appreciate the opportunity to assist MPH Environmental, Inc. with this project. If you have any questions or require any additional information, please do not hesitate to contact us at (978) 688-3736.

Sincerely,
EFI Global, Inc.

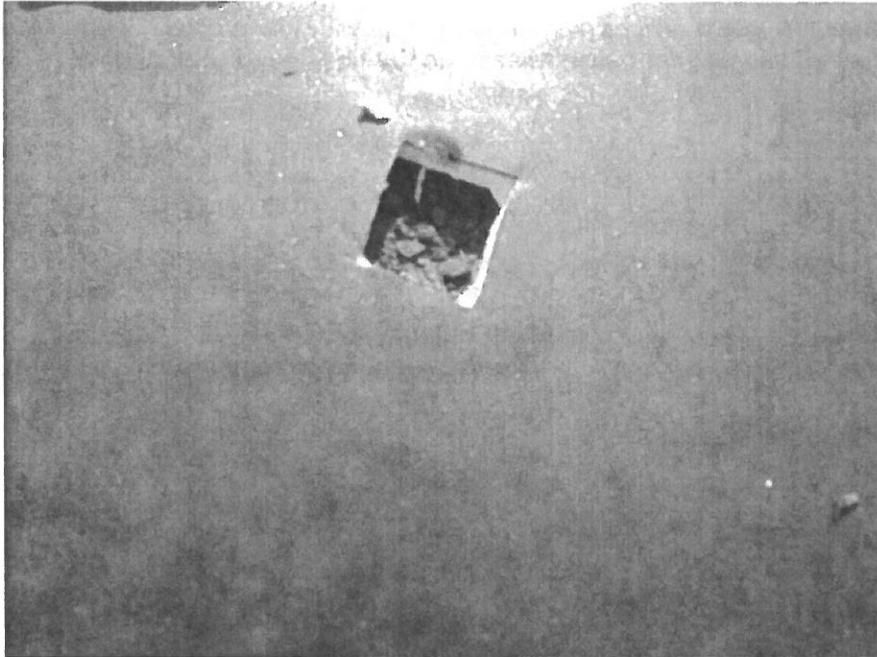


Craig Miner, LEED AP, BD+C
Senior Project Manager



Keith Pokorny, LEED AP
Vice President, Environmental Services

Attachments: Analytical Laboratory Results



Built up roofing below rubber roof



Salt Shed exterior



DPW exterior



DPW interior



DPW interior



DPW interior

**EMSL Analytical, Inc.**

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Attn: **Craig Miner**
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Phone: (978) 688-3736
 Fax: (978) 688-5494
 Received: 04/16/14 9:55 AM
 Analysis Date: 4/17/2014
 Collected:

Project: 22 Water St, Amesbury, MA / 98350-04128

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
01A 041410201-0001	Office area - Blue 12x12 Floor Tile	Blue Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
01B 041410201-0002	Office area - Blue 12x12 Floor Tile	Blue Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
02A 041410201-0003	Office area - Blue 12x12 Floor Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
02B 041410201-0004	Office area - Blue 12x12 Floor Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
03A 041410201-0005	Office area - Sheetrock	White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
03B 041410201-0006	Office area - Sheetrock	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
04A 041410201-0007	Office area - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
04B 041410201-0008	Office area - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Brett Poulton (16)
 Quynh Vu (16)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial report from 04/18/2014 06:46:20

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Phone: (978) 688-3736
 Fax: (978) 688-5494
 Received: 04/16/14 9:55 AM
 Analysis Date: 4/17/2014
 Collected:

Project: 22 Water St, Amesbury, MA / 98350-04128

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
05A-Tar 041410201-0009	Roof - Roof Field-Tars	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
05A-Tar Felt 041410201-0009A	Roof - Roof Field-Tar Felts	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
05B-Tar 041410201-0010	Roof - Roof Field-Tars	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
05B-Tar Felt 041410201-0010A	Roof - Roof Field-Tar Felts	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
06A 041410201-0011	Roof - Roof Flashing-Tars / Felts	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
06B 041410201-0012	Roof - Roof Flashing-Tars / Felts	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
07A 041410201-0013	Exterior - Window Caulk-Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
07B 041410201-0014	Exterior - Window Caulk-Gray	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Quynh Vu (16)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial report from 04/18/2014 06:46:20

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Phone: (978) 688-3736
 Fax: (978) 688-5494
 Received: 04/16/14 9:55 AM
 Analysis Date: 4/17/2014
 Collected:

Project: 22 Water St, Amesbury, MA / 98350-04128

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
08A 041410201-0015	Exterior - Window Glazing	Tan/Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
08B 041410201-0016	Exterior - Window Glazing	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
10A 041410201-0017	Exterior - Black Window Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
10B 041410201-0018	Exterior - Black Window Caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
11A 041410201-0019	2nd floor - Beige Floor Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
11B 041410201-0020	2nd floor - Beige Floor Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
12A 041410201-0021	2nd floor - 2'x4' Ceiling Tile	Gray Fibrous Homogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (other)	None Detected
12B 041410201-0022	2nd floor - 2'x4' Ceiling Tile	Gray/White Fibrous Homogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (other)	None Detected

Analyst(s)

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Quynh Vu (16)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial report from 04/18/2014 06:46:20

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 ProjectID:

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Phone: (978) 688-3736
 Fax: (978) 688-5494
 Received: 04/16/14 9:55 AM
 Analysis Date: 4/17/2014
 Collected:

Project: 22 Water St, Amesbury, MA / 98350-04128

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13A 041410201-0023	Office area - Wall Panel Mastic	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
13B 041410201-0024	Office area - Wall Panel Mastic	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
14A 041410201-0025	2nd floor - Gray Sink Undercoat	Gray Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
14B 041410201-0026	2nd floor - Gray Sink Undercoat	Gray Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
15A 041410201-0027	Salt shed - Roof Shingle	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
15B 041410201-0028	Salt shed - Roof Shingle	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
16A 041410201-0029	Exterior - Door Frame Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
16B 041410201-0030	Exterior - Door Frame Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Brett Poulton (16)
Quynh Vu (16)

Stephen Siegel, CIH, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial report from 04/18/2014 06:46:20



041410201

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 Tel: 978-688-3736
 Tel: 800-659-1202
 Fax: 978-688-5494
 www.efiglobal.com

BULK SAMPLE CHAIN OF CUSTODY FORM

Your Name: <u>C. Miner</u>	Bill to: <u>Same</u>
Company: <u>EFI Global</u>	Address:
Address: <u>187 Ballardvale Street</u>	
<u>Suite A215</u>	City/State: _____ Zip: _____
City/State: <u>Wilmington, MA</u> Zip: <u>01887</u>	PO #:

Project Information

Project #/Name: <u>27 Water St. Amesbury, MA 98350-04128</u>	
Results To: <u>Craig_miner@efiglobal.com</u>	Tel: <u>(978) 688-3736</u>
Alternate: <u>Lynda_mcdermott@efiglobal.com</u>	Fax: <u>(978) 688-5954</u>

Requested Turnaround Time

RUSH <input type="checkbox"/>	1 Day <input type="checkbox"/>	2 Day <input checked="" type="checkbox"/>	3 Day <input type="checkbox"/>	5 Day <input type="checkbox"/>
-------------------------------	--------------------------------	---	--------------------------------	--------------------------------

Stop at first positive Y or N

Media and Methodology

PLM - BULK EPA 600/R-93/116 Point Count Gravimetric

SAMPLE ID	HA #	TYPE OF MATERIAL	LOCATION	QUANTITY
01A-B		Blue 12.112 Floor Tile	Office Area	
02A-B		Mastic		
03A-B		Sheet rock		
04A-B		Joint compound		
05A-B		Roof Flashing - Tars / Felts	Roof	
06A-B		Roof Flashing - Tars / Felts		
07A-B		Window Caulk - Gray	Window - Exterior	10 ⁰⁰ in 6' x 6'
08A-B		Window Glazing		
09A-B		Window Glazing	Exterior	
10A-B		Black Window Caulk	Exterior	

Total Number of Samples Submitted: 30

Signatures

Relinquished By: <u>[Signature]</u>	Date: <u>7-14-14</u> Time: <u>1600</u>
Received By: <u>[Signature]</u>	Date: <u>4-16-14</u> Time: <u>0955</u>
Relinquished By: _____	Date: _____ Time: _____
Received By: _____	Date: _____ Time: _____



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077
Phone/Fax: (856) 303-2500 / (856) 786-5974
http://www.EMSL.com cinnaminsonleadlab@emsl.com

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CustomerID: EAFI66
CustomerPO:
ProjectID:

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Wilmington, MA 01887

Phone: (978) 688-3736
Fax: (978) 688-5494
Received: 04/16/14 10:55 AM
Collected:

Project: **98350-04128**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
L1 Site: Fascia Paint	0001		4/16/2014	3.0 % wt
L2 Site: Int Wall Paint	0002		4/16/2014	0.11 % wt
L3 Site: Int Wall Paint	0003		4/16/2014	0.021 % wt
L4 Site: Int Wall Paint	0004		4/16/2014	0.12 % wt
L5 Site: Int Wall Paint	0005		4/16/2014	0.024 % wt
L6 Site: Floor Paint	0006		4/16/2014	0.10 % wt
L7 Site: Floor Paint	0007		4/16/2014	0.095 % wt

Julie Smith - Laboratory Director
NJ-NELAP Accredited:03036
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements established by the AIHA-LAP, unless specifically indicated otherwise

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 04/16/2014 16:52:10



EMSL ANALYTICAL, INC.
LABORATORY SERVICES • TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

201405704

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: <u>EFI Global</u>		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <u>187 Ballardvale St</u>		Third Party Billing requires written authorization from third party	
City: <u>Wilmington</u>	State/Province: <u>MA</u>	Zip/Postal Code:	Country:
Report To (Name): <u>Craig Miner</u>		Telephone #:	
Email Address: <u>Craig_miner@efiglobal.com</u>		Fax #:	Purchase Order:
Project Name/Number: <u>98350-04128</u>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken:		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour |
 6 Hour |
 24 Hour |
 48 Hour |
 72 Hour |
 96 Hour |
 1 Week |
 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm ² <input type="checkbox"/> ppm	SW846-7000B	Flame Atomic Absorption	0.01%	<input type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	<input type="checkbox"/>
Wipe* ASTM <input type="checkbox"/> non ASTM <input type="checkbox"/> *If no box is checked, non-ASTM Wipe is assumed	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	<input type="checkbox"/>
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-AES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

Name of Sampler: _____ Signature of Sampler: _____

Sample #	Location	Volume/Area	Date/Time Sampled
L1	Fascia Paint		
L2	Int. Wall Paint		
L3			
L4			
L5			

Client Sample #'s: L1 - L7 Total # of Samples: 7

Relinquished (Client): [Signature] Date: 4-14-14 Time: _____

Received (Lab): [Signature] Date: 4/16/14 Time: 10:55am

Comments: FedEx



Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

201405704

EMSL ANALYTICAL, INC.
 200 ROUTE 130 NORTH
 CINNAMINSON, NJ 08077
 PHONE: (800) 220-3675
 FAX: (856) 786-5974

Company: EFI Global		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note Instructions in Comments**</small>	
Street: 187 Ballardvale St		Third Party Billing requires written authorization from third party	
City: Wilmington	State/Province: MA	Zip/Postal Code:	Country:
Report To (Name): Craig Miner		Telephone #:	Purchase Order:
Email Address: Craig.miner@efiglobal.com		Fax #:	
Project Name/Number:		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken:		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour |
 6 Hour |
 24 Hour |
 48 Hour |
 72 Hour |
 96 Hour |
 1 Week |
 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm ² <input type="checkbox"/> ppm	SW846-7000B	Flame Atomic Absorption	0.01%	<input type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	<input type="checkbox"/>
Wipe* <small>ASTM <input type="checkbox"/> non ASTM <input type="checkbox"/> *if no box is checked, non-ASTM Wipe is assumed</small>	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	<input type="checkbox"/>
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200 9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200 7	ICP-AES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	EPA 200 9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200 8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

Name of Sampler:		Signature of Sampler:	
Sample #	Location	Volume/Area	Date/Time Sampled
L6	Floor Paint		
L7			

Client Sample #'s	Total # of Samples:
Relinquished (Client):	Date: Time:
Received (Lab):	Date: Time:
Comments:	

APPENDIX B
PREVAILING WAGE RATES



DEVAL L. PATRICK
Governor

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

Prevailing Wage Rates

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

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Amesbury

Contract Number:

City/Town: AMESBURY

Description of Work: Demolition of Building - DPW Garage

Job Location: 27 Water Street, Amesbury MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker’s rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$30.95	\$9.41	\$8.80	\$0.00	\$49.16
	06/01/2014	\$31.30	\$9.41	\$8.80	\$0.00	\$49.51
	08/01/2014	\$31.30	\$9.91	\$8.80	\$0.00	\$50.01
	12/01/2014	\$31.30	\$9.91	\$9.33	\$0.00	\$50.54
	06/01/2015	\$31.65	\$9.91	\$9.33	\$0.00	\$50.89
	08/01/2015	\$31.65	\$10.41	\$9.33	\$0.00	\$51.39
	12/01/2015	\$31.65	\$10.41	\$10.08	\$0.00	\$52.14
	06/01/2016	\$32.15	\$10.41	\$10.08	\$0.00	\$52.64
	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$31.02	\$9.41	\$8.80	\$0.00	\$49.23
	06/01/2014	\$31.37	\$9.41	\$8.80	\$0.00	\$49.58
	08/01/2014	\$31.37	\$9.91	\$8.80	\$0.00	\$50.08
	12/01/2014	\$31.37	\$9.91	\$9.33	\$0.00	\$50.61
	06/01/2015	\$31.72	\$9.91	\$9.33	\$0.00	\$50.96
	08/01/2015	\$31.72	\$10.41	\$9.33	\$0.00	\$51.46
	12/01/2015	\$31.72	\$10.41	\$10.08	\$0.00	\$52.21
	06/01/2016	\$32.22	\$10.41	\$10.08	\$0.00	\$52.71
	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$31.14	\$9.41	\$8.80	\$0.00	\$49.35
	06/01/2014	\$31.49	\$9.41	\$8.80	\$0.00	\$49.70
	08/01/2014	\$31.49	\$9.91	\$8.80	\$0.00	\$50.20
	12/01/2014	\$31.49	\$9.91	\$9.33	\$0.00	\$50.73
	06/01/2015	\$31.84	\$9.91	\$9.33	\$0.00	\$51.08
	08/01/2015	\$31.84	\$10.41	\$9.33	\$0.00	\$51.58
	12/01/2015	\$31.84	\$10.41	\$10.08	\$0.00	\$52.33
	06/01/2016	\$32.34	\$10.41	\$10.08	\$0.00	\$52.83
	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	06/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	12/01/2014	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	06/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	12/01/2015	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	06/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
	12/01/2016	\$33.85	\$7.30	\$12.10	\$0.00	\$53.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	06/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	12/01/2014	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	06/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	12/01/2015	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	06/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
	12/01/2016	\$33.85	\$7.30	\$12.10	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2014	\$48.06	\$10.18	\$18.15	\$0.00	\$76.39
BRICKLAYERS LOCAL 3 (LYNN)	08/01/2014	\$48.96	\$10.18	\$18.22	\$0.00	\$77.36
	02/01/2015	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
	08/01/2015	\$50.42	\$10.18	\$18.29	\$0.00	\$78.89
	02/01/2016	\$50.99	\$10.18	\$18.29	\$0.00	\$79.46
	08/01/2016	\$51.89	\$10.18	\$18.37	\$0.00	\$80.44
	02/01/2017	\$52.46	\$10.18	\$18.37	\$0.00	\$81.01

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lynn

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$10.18	\$18.22	\$0.00	\$52.88
2	60	\$29.38	\$10.18	\$18.22	\$0.00	\$57.78
3	70	\$34.27	\$10.18	\$18.22	\$0.00	\$62.67
4	80	\$39.17	\$10.18	\$18.22	\$0.00	\$67.57
5	90	\$44.06	\$10.18	\$18.22	\$0.00	\$72.46

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2013	\$34.45	\$7.30	\$12.90	\$0.00	\$54.65
	06/01/2014	\$35.20	\$7.30	\$12.90	\$0.00	\$55.40
	12/01/2014	\$35.95	\$7.30	\$12.90	\$0.00	\$56.15
	06/01/2015	\$36.70	\$7.30	\$12.90	\$0.00	\$56.90
	12/01/2015	\$37.45	\$7.30	\$12.90	\$0.00	\$57.65
	06/01/2016	\$38.20	\$7.30	\$12.90	\$0.00	\$58.40
	12/01/2016	\$39.20	\$7.30	\$12.90	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2013	\$33.30	\$7.30	\$12.90	\$0.00	\$53.50
	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2013	\$33.30	\$7.30	\$12.90	\$0.00	\$53.50
	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2014	\$34.78	\$9.80	\$15.91	\$0.00	\$60.49
	09/01/2014	\$35.55	\$9.80	\$15.91	\$0.00	\$61.26
	03/01/2015	\$36.32	\$9.80	\$15.91	\$0.00	\$62.03

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.39	\$9.80	\$1.57	\$0.00	\$28.76
2	60	\$20.87	\$9.80	\$1.57	\$0.00	\$32.24
3	70	\$24.35	\$9.80	\$11.20	\$0.00	\$45.35
4	75	\$26.09	\$9.80	\$11.20	\$0.00	\$47.09
5	80	\$27.82	\$9.80	\$12.77	\$0.00	\$50.39
6	80	\$27.82	\$9.80	\$12.77	\$0.00	\$50.39
7	90	\$31.30	\$9.80	\$14.34	\$0.00	\$55.44
8	90	\$31.30	\$9.80	\$14.34	\$0.00	\$55.44

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$9.80	\$1.57	\$0.00	\$29.15
2	60	\$21.33	\$9.80	\$1.57	\$0.00	\$32.70
3	70	\$24.89	\$9.80	\$11.20	\$0.00	\$45.89
4	75	\$26.66	\$9.80	\$11.20	\$0.00	\$47.66
5	80	\$28.44	\$9.80	\$12.77	\$0.00	\$51.01
6	80	\$28.44	\$9.80	\$12.77	\$0.00	\$51.01
7	90	\$32.00	\$9.80	\$14.34	\$0.00	\$56.14
8	90	\$32.00	\$9.80	\$14.34	\$0.00	\$56.14

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING	01/01/2014	\$43.60	\$10.90	\$18.71	\$1.30	\$74.51
BRICKLAYERS LOCAL 3 (LYNN)	07/01/2014	\$43.77	\$10.90	\$18.71	\$1.30	\$74.68
	01/01/2015	\$44.69	\$10.90	\$18.71	\$1.30	\$75.60
	07/01/2015	\$45.29	\$10.90	\$18.71	\$1.30	\$76.20
	01/01/2016	\$46.21	\$10.90	\$18.71	\$1.30	\$77.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.89	\$10.90	\$12.21	\$1.30	\$46.30
2	60	\$26.26	\$10.90	\$13.71	\$1.30	\$52.17
3	65	\$28.45	\$10.90	\$14.71	\$1.30	\$55.36
4	70	\$30.64	\$10.90	\$15.71	\$1.30	\$58.55
5	75	\$32.83	\$10.90	\$16.71	\$1.30	\$61.74
6	80	\$35.02	\$10.90	\$17.71	\$1.30	\$64.93
7	90	\$39.39	\$10.90	\$18.71	\$1.30	\$70.30

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
LABORERS - ZONE 2	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2013	\$41.49	\$10.00	\$14.18	\$0.00	\$65.67
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.29
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	01/01/2014	\$45.91	\$7.85	\$16.10	\$0.00	\$69.86
PAINTERS LOCAL 35 - ZONE 2	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$7.85	\$0.00	\$0.00	\$30.81
2	55	\$25.25	\$7.85	\$3.66	\$0.00	\$36.76
3	60	\$27.55	\$7.85	\$3.99	\$0.00	\$39.39
4	65	\$29.84	\$7.85	\$4.32	\$0.00	\$42.01
5	70	\$32.14	\$7.85	\$14.11	\$0.00	\$54.10
6	75	\$34.43	\$7.85	\$14.44	\$0.00	\$56.72
7	80	\$36.73	\$7.85	\$14.77	\$0.00	\$59.35
8	90	\$41.32	\$7.85	\$15.44	\$0.00	\$64.61

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2013	\$33.50	\$7.30	\$12.70	\$0.00	\$53.50
	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$34.50	\$7.30	\$12.70	\$0.00	\$54.50
	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2013	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2013	\$34.50	\$7.30	\$12.70	\$0.00	\$54.50
	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2013	\$33.50	\$7.30	\$12.70	\$0.00	\$53.50
	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$56.14	\$9.80	\$18.17	\$0.00	\$84.11
	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$60.15	\$9.80	\$18.17	\$0.00	\$88.12
	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2014

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

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.05	\$13.00	\$0.54	\$0.00	\$31.59
2	40	\$18.05	\$13.00	\$0.54	\$0.00	\$31.59
3	45	\$20.30	\$13.00	\$11.05	\$0.00	\$44.35
4	45	\$20.30	\$13.00	\$11.05	\$0.00	\$44.35
5	50	\$22.56	\$13.00	\$11.38	\$0.00	\$46.94
6	55	\$24.82	\$13.00	\$11.71	\$0.00	\$49.53
7	60	\$27.07	\$13.00	\$12.04	\$0.00	\$52.11
8	65	\$29.33	\$13.00	\$12.38	\$0.00	\$54.71
9	70	\$31.58	\$13.00	\$12.71	\$0.00	\$57.29
10	75	\$33.84	\$13.00	\$13.05	\$0.00	\$59.89

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2013	\$38.73	\$10.00	\$13.55	\$0.00	\$62.28
	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2013	\$40.15	\$10.00	\$13.55	\$0.00	\$63.70
	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2013	\$21.10	\$10.00	\$13.55	\$0.00	\$44.65
	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2014	\$33.44	\$13.00	\$13.03	\$0.00	\$59.47
	09/01/2014	\$33.84	\$13.00	\$13.05	\$0.00	\$59.89
	03/01/2015	\$34.38	\$13.00	\$13.06	\$0.00	\$60.44
	09/01/2015	\$35.10	\$13.00	\$13.08	\$0.00	\$61.18
	03/01/2016	\$35.81	\$13.00	\$13.10	\$0.00	\$61.91

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$33.76	\$10.00	\$14.18	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2013	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	06/01/2014	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	12/01/2014	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	06/01/2015	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	12/01/2015	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	06/01/2016	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	12/01/2016	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2014	\$39.87	\$9.80	\$16.96	\$0.00	\$66.63

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.94	\$9.80	\$1.79	\$0.00	\$31.53
2	55	\$21.93	\$9.80	\$1.79	\$0.00	\$33.52
3	60	\$23.92	\$9.80	\$11.59	\$0.00	\$45.31
4	65	\$25.92	\$9.80	\$11.59	\$0.00	\$47.31
5	70	\$27.91	\$9.80	\$13.38	\$0.00	\$51.09
6	75	\$29.90	\$9.80	\$13.38	\$0.00	\$53.08
7	80	\$31.90	\$9.80	\$15.17	\$0.00	\$56.87
8	85	\$33.89	\$9.80	\$15.17	\$0.00	\$58.86

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2014	\$35.41	\$7.85	\$16.10	\$0.00	\$59.36
	07/01/2014	\$36.26	\$7.85	\$16.10	\$0.00	\$60.21
	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.85	\$0.00	\$0.00	\$25.56
2	55	\$19.48	\$7.85	\$3.66	\$0.00	\$30.99
3	60	\$21.25	\$7.85	\$3.99	\$0.00	\$33.09
4	65	\$23.02	\$7.85	\$4.32	\$0.00	\$35.19
5	70	\$24.79	\$7.85	\$14.11	\$0.00	\$46.75
6	75	\$26.56	\$7.85	\$14.44	\$0.00	\$48.85
7	80	\$28.33	\$7.85	\$14.77	\$0.00	\$50.95
8	90	\$31.87	\$7.85	\$15.44	\$0.00	\$55.16

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.13	\$7.85	\$0.00	\$0.00	\$25.98
2	55	\$19.94	\$7.85	\$3.66	\$0.00	\$31.45
3	60	\$21.76	\$7.85	\$3.99	\$0.00	\$33.60
4	65	\$23.57	\$7.85	\$4.32	\$0.00	\$35.74
5	70	\$25.38	\$7.85	\$14.11	\$0.00	\$47.34
6	75	\$27.20	\$7.85	\$14.44	\$0.00	\$49.49
7	80	\$29.01	\$7.85	\$14.77	\$0.00	\$51.63
8	90	\$32.63	\$7.85	\$15.44	\$0.00	\$55.92

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.27	\$10.00	\$0.00	\$0.00	\$32.27
2	60	\$24.29	\$10.00	\$14.18	\$0.00	\$48.47
3	65	\$26.32	\$10.00	\$14.18	\$0.00	\$50.50
4	70	\$28.34	\$10.00	\$14.18	\$0.00	\$52.52
5	75	\$30.37	\$10.00	\$14.18	\$0.00	\$54.55
6	80	\$32.39	\$10.00	\$14.18	\$0.00	\$56.57
7	85	\$34.42	\$10.00	\$14.18	\$0.00	\$58.60
8	90	\$36.44	\$10.00	\$14.18	\$0.00	\$60.62

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2014	\$42.76	\$9.82	\$19.74	\$2.17	\$74.49
	08/01/2014	\$43.61	\$9.82	\$19.74	\$2.17	\$75.34
	02/01/2015	\$44.51	\$9.82	\$19.74	\$2.17	\$76.24
	08/01/2015	\$45.51	\$9.82	\$19.74	\$2.17	\$77.24
	02/01/2016	\$46.51	\$9.82	\$19.74	\$2.17	\$78.24
	08/01/2016	\$47.66	\$9.82	\$19.74	\$2.17	\$79.39
	02/01/2017	\$48.76	\$9.82	\$19.74	\$2.17	\$80.49
	08/01/2017	\$49.86	\$9.82	\$19.74	\$2.17	\$81.59
	02/01/2018	\$51.01	\$9.82	\$19.74	\$2.17	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2014	\$42.76	\$9.82	\$19.74	\$2.17	\$74.49
	08/01/2014	\$43.61	\$9.82	\$19.74	\$2.17	\$75.34
	02/01/2015	\$44.51	\$9.82	\$19.74	\$2.17	\$76.24
	08/01/2015	\$45.51	\$9.82	\$19.74	\$2.17	\$77.24
	02/01/2016	\$46.51	\$9.82	\$19.74	\$2.17	\$78.24
	08/01/2016	\$47.66	\$9.82	\$19.74	\$2.17	\$79.39
	02/01/2017	\$48.76	\$9.82	\$19.74	\$2.17	\$80.49
	08/01/2017	\$49.86	\$9.82	\$19.74	\$2.17	\$81.59
	02/01/2018	\$51.01	\$9.82	\$19.74	\$2.17	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2013	\$47.01	\$8.75	\$12.39	\$0.00	\$68.15
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2013	\$47.01	\$8.75	\$12.39	\$0.00	\$68.15
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	06/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	12/01/2014	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	06/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	12/01/2015	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	06/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
	12/01/2016	\$33.85	\$7.30	\$12.10	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2013	\$42.11	\$10.95	\$12.10	\$0.00	\$65.16
	09/01/2014	\$44.11	\$10.95	\$12.10	\$0.00	\$67.16

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

Effective Date - 09/01/2013

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

Effective Date - 09/01/2014

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (LAWRENCE AREA)</i>	03/16/2014	\$36.78	\$7.70	\$19.25	\$0.00	\$63.73
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Lawrence

Effective Date - 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.07	\$7.70	\$19.25	\$0.00	\$49.02
2	70	\$25.75	\$7.70	\$19.25	\$0.00	\$52.70
3	75	\$27.59	\$7.70	\$19.25	\$0.00	\$54.54
4	80	\$29.42	\$7.70	\$19.25	\$0.00	\$56.37
5	85	\$31.26	\$7.70	\$19.25	\$0.00	\$58.21
6	90	\$33.10	\$7.70	\$19.25	\$0.00	\$60.05

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	12/01/2013	\$29.85	\$7.30	\$12.10	\$0.00	\$49.25
	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
	12/01/2014	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2015	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2015	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2016	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.91	\$7.30	\$12.10	\$0.00	\$37.31
2	70	\$20.90	\$7.30	\$12.10	\$0.00	\$40.30
3	80	\$23.88	\$7.30	\$12.10	\$0.00	\$43.28
4	90	\$26.87	\$7.30	\$12.10	\$0.00	\$46.27

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.21	\$7.30	\$12.10	\$0.00	\$37.61
2	70	\$21.25	\$7.30	\$12.10	\$0.00	\$40.65
3	80	\$24.28	\$7.30	\$12.10	\$0.00	\$43.68
4	90	\$27.32	\$7.30	\$12.10	\$0.00	\$46.72

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2013	\$29.85	\$7.30	\$12.10	\$0.00	\$49.25
LABORERS - ZONE 2	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
	12/01/2014	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2015	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2015	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2016	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/01/2013	\$29.85	\$7.30	\$12.10	\$0.00	\$49.25
LABORERS - ZONE 2	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
	12/01/2014	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2015	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2015	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2016	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2013	\$30.05	\$7.30	\$12.05	\$0.00	\$49.40
LABORERS - ZONE 2	06/01/2014	\$30.55	\$7.30	\$12.05	\$0.00	\$49.90
	12/01/2014	\$31.05	\$7.30	\$12.05	\$0.00	\$50.40
	06/01/2015	\$31.55	\$7.30	\$12.05	\$0.00	\$50.90
	12/01/2015	\$32.05	\$7.30	\$12.05	\$0.00	\$51.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2013	\$29.85	\$7.30	\$12.10	\$0.00	\$49.25
	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
	12/01/2014	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2015	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2015	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2016	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2013	\$29.85	\$7.30	\$12.10	\$0.00	\$49.25
	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
	12/01/2014	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2015	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2015	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2016	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2014	\$36.66	\$10.18	\$16.83	\$0.00	\$63.67
	08/01/2014	\$37.37	\$10.18	\$16.90	\$0.00	\$64.45
	02/01/2015	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	08/01/2015	\$38.53	\$10.18	\$16.97	\$0.00	\$65.68
	02/01/2016	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	08/01/2016	\$39.68	\$10.18	\$17.05	\$0.00	\$66.91
	02/01/2017	\$40.14	\$10.18	\$17.05	\$0.00	\$67.37

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

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$16.90	\$0.00	\$45.77
2	60	\$22.42	\$10.18	\$16.90	\$0.00	\$49.50
3	70	\$26.16	\$10.18	\$16.90	\$0.00	\$53.24
4	80	\$29.90	\$10.18	\$16.90	\$0.00	\$56.98
5	90	\$33.63	\$10.18	\$16.90	\$0.00	\$60.71

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2014	\$48.10	\$10.18	\$18.15	\$0.00	\$76.43
	08/01/2014	\$49.00	\$10.18	\$18.22	\$0.00	\$77.40
	02/01/2015	\$49.56	\$10.18	\$18.22	\$0.00	\$77.96
	08/01/2015	\$50.46	\$10.18	\$18.29	\$0.00	\$78.93
	02/01/2016	\$51.03	\$10.18	\$18.29	\$0.00	\$79.50
	08/01/2016	\$51.93	\$10.18	\$18.37	\$0.00	\$80.48
	02/01/2017	\$52.50	\$10.18	\$18.37	\$0.00	\$81.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.22	\$0.00	\$52.90
2	60	\$29.40	\$10.18	\$18.22	\$0.00	\$57.80
3	70	\$34.30	\$10.18	\$18.22	\$0.00	\$62.70
4	80	\$39.20	\$10.18	\$18.22	\$0.00	\$67.60
5	90	\$44.10	\$10.18	\$18.22	\$0.00	\$72.50

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2014	\$33.16	\$9.80	\$16.21	\$0.00	\$59.17
	10/01/2014	\$33.92	\$9.80	\$16.21	\$0.00	\$59.93
	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$18.24	\$9.80	\$4.48	\$0.00	\$32.52
2	65	\$21.55	\$9.80	\$13.36	\$0.00	\$44.71
3	75	\$24.87	\$9.80	\$14.18	\$0.00	\$48.85
4	85	\$28.19	\$9.80	\$14.99	\$0.00	\$52.98

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$18.66	\$9.80	\$4.48	\$0.00	\$32.94
2	65	\$22.05	\$9.80	\$13.36	\$0.00	\$45.21
3	75	\$25.44	\$9.80	\$14.18	\$0.00	\$49.42
4	85	\$28.83	\$9.80	\$14.99	\$0.00	\$53.62

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2013	\$20.96	\$10.00	\$14.18	\$0.00	\$45.14
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2013	\$24.43	\$10.00	\$14.18	\$0.00	\$48.61
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2014	\$45.91	\$7.85	\$16.10	\$0.00	\$69.86
	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$7.85	\$0.00	\$0.00	\$30.81
2	55	\$25.25	\$7.85	\$3.66	\$0.00	\$36.76
3	60	\$27.55	\$7.85	\$3.99	\$0.00	\$39.39
4	65	\$29.84	\$7.85	\$4.32	\$0.00	\$42.01
5	70	\$32.14	\$7.85	\$14.11	\$0.00	\$54.10
6	75	\$34.43	\$7.85	\$14.44	\$0.00	\$56.72
7	80	\$36.73	\$7.85	\$14.77	\$0.00	\$59.35
8	90	\$41.32	\$7.85	\$15.44	\$0.00	\$64.61

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2014	\$36.81	\$7.85	\$16.10	\$0.00	\$60.76
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2014	\$37.66	\$7.85	\$16.10	\$0.00	\$61.61
	01/01/2015	\$38.56	\$7.85	\$16.10	\$0.00	\$62.51
	07/01/2015	\$39.46	\$7.85	\$16.10	\$0.00	\$63.41
	01/01/2016	\$40.41	\$7.85	\$16.10	\$0.00	\$64.36
	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$7.85	\$0.00	\$0.00	\$26.26
2	55	\$20.25	\$7.85	\$3.66	\$0.00	\$31.76
3	60	\$22.09	\$7.85	\$3.99	\$0.00	\$33.93
4	65	\$23.93	\$7.85	\$4.32	\$0.00	\$36.10
5	70	\$25.77	\$7.85	\$14.11	\$0.00	\$47.73
6	75	\$27.61	\$7.85	\$14.44	\$0.00	\$49.90
7	80	\$29.45	\$7.85	\$14.77	\$0.00	\$52.07
8	90	\$33.13	\$7.85	\$15.44	\$0.00	\$56.42

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.83	\$7.85	\$0.00	\$0.00	\$26.68
2	55	\$20.71	\$7.85	\$3.66	\$0.00	\$32.22
3	60	\$22.60	\$7.85	\$3.99	\$0.00	\$34.44
4	65	\$24.48	\$7.85	\$4.32	\$0.00	\$36.65
5	70	\$26.36	\$7.85	\$14.11	\$0.00	\$48.32
6	75	\$28.25	\$7.85	\$14.44	\$0.00	\$50.54
7	80	\$30.13	\$7.85	\$14.77	\$0.00	\$52.75
8	90	\$33.89	\$7.85	\$15.44	\$0.00	\$57.18

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2014	\$34.87	\$7.85	\$16.10	\$0.00	\$58.82
PAINTERS LOCAL 35 - ZONE 2	07/01/2014	\$35.72	\$7.85	\$16.10	\$0.00	\$59.67
	01/01/2015	\$36.62	\$7.85	\$16.10	\$0.00	\$60.57
	07/01/2015	\$37.52	\$7.85	\$16.10	\$0.00	\$61.47
	01/01/2016	\$38.47	\$7.85	\$16.10	\$0.00	\$62.42
	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.44	\$7.85	\$0.00	\$0.00	\$25.29
2	55	\$19.18	\$7.85	\$3.66	\$0.00	\$30.69
3	60	\$20.92	\$7.85	\$3.99	\$0.00	\$32.76
4	65	\$22.67	\$7.85	\$4.32	\$0.00	\$34.84
5	70	\$24.41	\$7.85	\$14.11	\$0.00	\$46.37
6	75	\$26.15	\$7.85	\$14.44	\$0.00	\$48.44
7	80	\$27.90	\$7.85	\$14.77	\$0.00	\$50.52
8	90	\$31.38	\$7.85	\$15.44	\$0.00	\$54.67

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.86	\$7.85	\$0.00	\$0.00	\$25.71
2	55	\$19.65	\$7.85	\$3.66	\$0.00	\$31.16
3	60	\$21.43	\$7.85	\$3.99	\$0.00	\$33.27
4	65	\$23.22	\$7.85	\$4.32	\$0.00	\$35.39
5	70	\$25.00	\$7.85	\$14.11	\$0.00	\$46.96
6	75	\$26.79	\$7.85	\$14.44	\$0.00	\$49.08
7	80	\$28.58	\$7.85	\$14.77	\$0.00	\$51.20
8	90	\$32.15	\$7.85	\$15.44	\$0.00	\$55.44

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 2	12/01/2013	\$29.85	\$7.30	\$12.10	\$0.00	\$49.25
	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
	12/01/2014	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2015	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2015	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2016	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2014	\$35.41	\$7.85	\$16.10	\$0.00	\$59.36
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2014	\$36.26	\$7.85	\$16.10	\$0.00	\$60.21
	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.85	\$0.00	\$0.00	\$25.56
2	55	\$19.48	\$7.85	\$3.66	\$0.00	\$30.99
3	60	\$21.25	\$7.85	\$3.99	\$0.00	\$33.09
4	65	\$23.02	\$7.85	\$4.32	\$0.00	\$35.19
5	70	\$24.79	\$7.85	\$14.11	\$0.00	\$46.75
6	75	\$26.56	\$7.85	\$14.44	\$0.00	\$48.85
7	80	\$28.33	\$7.85	\$14.77	\$0.00	\$50.95
8	90	\$31.87	\$7.85	\$15.44	\$0.00	\$55.16

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.13	\$7.85	\$0.00	\$0.00	\$25.98
2	55	\$19.94	\$7.85	\$3.66	\$0.00	\$31.45
3	60	\$21.76	\$7.85	\$3.99	\$0.00	\$33.60
4	65	\$23.57	\$7.85	\$4.32	\$0.00	\$35.74
5	70	\$25.38	\$7.85	\$14.11	\$0.00	\$47.34
6	75	\$27.20	\$7.85	\$14.44	\$0.00	\$49.49
7	80	\$29.01	\$7.85	\$14.77	\$0.00	\$51.63
8	90	\$32.63	\$7.85	\$15.44	\$0.00	\$55.92

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2014	\$33.47	\$7.85	\$16.10	\$0.00	\$57.42
PAINTERS LOCAL 35 - ZONE 2	07/01/2014	\$34.32	\$7.85	\$16.10	\$0.00	\$58.27
	01/01/2015	\$35.22	\$7.85	\$16.10	\$0.00	\$59.17
	07/01/2015	\$36.12	\$7.85	\$16.10	\$0.00	\$60.07
	01/01/2016	\$37.07	\$7.85	\$16.10	\$0.00	\$61.02
	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.85	\$0.00	\$0.00	\$24.59
2	55	\$18.41	\$7.85	\$3.66	\$0.00	\$29.92
3	60	\$20.08	\$7.85	\$3.99	\$0.00	\$31.92
4	65	\$21.76	\$7.85	\$4.32	\$0.00	\$33.93
5	70	\$23.43	\$7.85	\$14.11	\$0.00	\$45.39
6	75	\$25.10	\$7.85	\$14.44	\$0.00	\$47.39
7	80	\$26.78	\$7.85	\$14.77	\$0.00	\$49.40
8	90	\$30.12	\$7.85	\$15.44	\$0.00	\$53.41

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.16	\$7.85	\$0.00	\$0.00	\$25.01
2	55	\$18.88	\$7.85	\$3.66	\$0.00	\$30.39
3	60	\$20.59	\$7.85	\$3.99	\$0.00	\$32.43
4	65	\$22.31	\$7.85	\$4.32	\$0.00	\$34.48
5	70	\$24.02	\$7.85	\$14.11	\$0.00	\$45.98
6	75	\$25.74	\$7.85	\$14.44	\$0.00	\$48.03
7	80	\$27.46	\$7.85	\$14.77	\$0.00	\$50.08
8	90	\$30.89	\$7.85	\$15.44	\$0.00	\$54.18

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

PLUMBER <i>PLUMBERS & GASFITTERS LOCAL 12 (Local 138)</i>	03/01/2014	\$45.33	\$9.82	\$14.29	\$0.00	\$69.44
	09/01/2014	\$46.33	\$9.82	\$14.29	\$0.00	\$70.44
	03/01/2015	\$47.33	\$9.82	\$14.29	\$0.00	\$71.44
	09/01/2015	\$48.33	\$9.82	\$14.29	\$0.00	\$72.44
	03/01/2016	\$49.48	\$9.82	\$14.29	\$0.00	\$73.59
	09/01/2016	\$50.53	\$9.82	\$14.29	\$0.00	\$74.64
	03/01/2017	\$51.53	\$9.82	\$14.29	\$0.00	\$75.64

Apprentice - PLUMBER/GASFITTER - Local 12 (Local 138)

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$15.87	\$9.82	\$5.33	\$0.00	\$31.02
2	40	\$18.13	\$9.82	\$6.02	\$0.00	\$33.97
3	55	\$24.93	\$9.82	\$8.08	\$0.00	\$42.83
4	65	\$29.46	\$9.82	\$9.47	\$0.00	\$48.75
5	75	\$34.00	\$9.82	\$10.85	\$0.00	\$54.67

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.22	\$9.82	\$5.33	\$0.00	\$31.37
2	40	\$18.53	\$9.82	\$6.02	\$0.00	\$34.37
3	55	\$25.48	\$9.82	\$8.08	\$0.00	\$43.38
4	65	\$30.11	\$9.82	\$9.47	\$0.00	\$49.40
5	75	\$34.75	\$9.82	\$10.85	\$0.00	\$55.42

Notes:

Steps are 1 yr
Step 4 with lic\$51.73 Step5 with lic\$57.65

Apprentice to Journeyworker Ratio:1:5

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537 (Local 138)</i>	03/01/2013	\$47.01	\$8.75	\$12.39	\$0.00	\$68.15
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.85	\$7.30	\$12.10	\$0.00	\$50.25
	06/01/2014	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2014	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2015	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2015	\$32.85	\$7.30	\$12.10	\$0.00	\$52.25
	06/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
	12/01/2016	\$34.10	\$7.30	\$12.10	\$0.00	\$53.50
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 42</i>	04/30/2009	\$25.80	\$5.96	\$5.34	\$0.00	\$37.10
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

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

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2014	\$39.21	\$10.50	\$10.70	\$0.00	\$60.41
	08/01/2014	\$40.11	\$10.50	\$10.70	\$0.00	\$61.31
	02/01/2015	\$41.01	\$10.50	\$10.70	\$0.00	\$62.21
	08/01/2015	\$41.91	\$10.50	\$10.70	\$0.00	\$63.11
	02/01/2016	\$42.81	\$10.50	\$10.70	\$0.00	\$64.01

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$10.50	\$3.38	\$0.00	\$33.94
2	60	\$24.07	\$10.50	\$10.70	\$0.00	\$45.27
3	65	\$26.07	\$10.50	\$10.70	\$0.00	\$47.27
4	75	\$30.08	\$10.50	\$10.70	\$0.00	\$51.28
5	85	\$34.09	\$10.50	\$10.70	\$0.00	\$55.29

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2014	\$39.46	\$10.50	\$10.70	\$0.00	\$60.66
ROOFERS LOCAL 33	08/01/2014	\$40.36	\$10.50	\$10.70	\$0.00	\$61.56
	02/01/2015	\$41.26	\$10.50	\$10.70	\$0.00	\$62.46
	08/01/2015	\$42.16	\$10.50	\$10.70	\$0.00	\$63.36
	02/01/2016	\$43.06	\$10.50	\$10.70	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	02/01/2014	\$42.76	\$9.82	\$19.74	\$2.17	\$74.49
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2014	\$43.61	\$9.82	\$19.74	\$2.17	\$75.34
	02/01/2015	\$44.51	\$9.82	\$19.74	\$2.17	\$76.24
	08/01/2015	\$45.51	\$9.82	\$19.74	\$2.17	\$77.24
	02/01/2016	\$46.51	\$9.82	\$19.74	\$2.17	\$78.24
	08/01/2016	\$47.66	\$9.82	\$19.74	\$2.17	\$79.39
	02/01/2017	\$48.76	\$9.82	\$19.74	\$2.17	\$80.49
	08/01/2017	\$49.86	\$9.82	\$19.74	\$2.17	\$81.59
	02/01/2018	\$51.01	\$9.82	\$19.74	\$2.17	\$82.74

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.10	\$9.82	\$4.28	\$0.00	\$31.20
2	40	\$17.10	\$9.82	\$4.28	\$0.00	\$31.20
3	45	\$19.24	\$9.82	\$8.70	\$1.13	\$38.89
4	45	\$19.24	\$9.82	\$8.70	\$1.13	\$38.89
5	50	\$21.38	\$9.82	\$9.49	\$1.22	\$41.91
6	50	\$21.38	\$9.82	\$9.74	\$1.23	\$42.17
7	60	\$25.66	\$9.82	\$11.05	\$1.40	\$47.93
8	65	\$27.79	\$9.82	\$11.84	\$1.48	\$50.93
9	75	\$32.07	\$9.82	\$13.41	\$1.66	\$56.96
10	85	\$36.35	\$9.82	\$14.48	\$1.82	\$62.47

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.44	\$9.82	\$4.28	\$0.00	\$31.54
2	40	\$17.44	\$9.82	\$4.28	\$0.00	\$31.54
3	45	\$19.62	\$9.82	\$8.70	\$1.13	\$39.27
4	45	\$19.62	\$9.82	\$8.70	\$1.13	\$39.27
5	50	\$21.81	\$9.82	\$9.49	\$1.22	\$42.34
6	50	\$21.81	\$9.82	\$9.74	\$1.23	\$42.60
7	60	\$26.17	\$9.82	\$11.05	\$1.40	\$48.44
8	65	\$28.35	\$9.82	\$11.84	\$1.48	\$51.49
9	75	\$32.71	\$9.82	\$13.41	\$1.66	\$57.60
10	85	\$37.07	\$9.82	\$14.48	\$1.82	\$63.19

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$31.24	\$9.41	\$8.80	\$0.00	\$49.45
	06/01/2014	\$31.59	\$9.41	\$8.80	\$0.00	\$49.80
	08/01/2014	\$31.59	\$9.91	\$8.80	\$0.00	\$50.30
	12/01/2014	\$31.59	\$9.91	\$9.33	\$0.00	\$50.83
	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24	
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$31.53	\$9.41	\$8.80	\$0.00	\$49.74
	06/01/2014	\$31.88	\$9.41	\$8.80	\$0.00	\$50.09
	08/01/2014	\$31.88	\$9.91	\$8.80	\$0.00	\$50.59
	12/01/2014	\$31.88	\$9.91	\$9.33	\$0.00	\$51.12
	06/01/2015	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
	08/01/2015	\$32.23	\$10.41	\$9.33	\$0.00	\$51.97
	12/01/2015	\$32.23	\$10.41	\$10.08	\$0.00	\$52.72
	06/01/2016	\$32.73	\$10.41	\$10.08	\$0.00	\$53.22
	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53	

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2014	\$48.22	\$8.42	\$13.60	\$0.00	\$70.24
<i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2A</i>	10/01/2014	\$49.26	\$8.42	\$13.60	\$0.00	\$71.28
	01/01/2015	\$49.26	\$8.42	\$13.75	\$0.00	\$71.43
	03/01/2015	\$50.16	\$8.42	\$13.75	\$0.00	\$72.33
	10/01/2015	\$51.20	\$8.42	\$13.75	\$0.00	\$73.37
	01/01/2016	\$51.20	\$8.67	\$13.90	\$0.00	\$73.77
	03/01/2016	\$52.10	\$8.67	\$13.90	\$0.00	\$74.67
	10/01/2016	\$53.14	\$8.67	\$13.90	\$0.00	\$75.71
	03/01/2017	\$54.00	\$8.67	\$13.90	\$0.00	\$76.57

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2A

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.88	\$8.42	\$8.25	\$0.00	\$33.55
2	40	\$19.29	\$8.42	\$8.25	\$0.00	\$35.96
3	45	\$21.70	\$8.42	\$8.25	\$0.00	\$38.37
4	50	\$24.11	\$8.42	\$8.25	\$0.00	\$40.78
5	55	\$26.52	\$8.42	\$8.25	\$0.00	\$43.19
6	60	\$28.93	\$8.42	\$8.25	\$0.00	\$45.60
7	65	\$31.34	\$8.42	\$8.25	\$0.00	\$48.01
8	70	\$33.75	\$8.42	\$8.25	\$0.00	\$50.42
9	75	\$36.17	\$8.42	\$8.25	\$0.00	\$52.84
10	80	\$38.58	\$8.42	\$8.25	\$0.00	\$55.25

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.24	\$8.42	\$8.25	\$0.00	\$33.91
2	40	\$19.70	\$8.42	\$8.25	\$0.00	\$36.37
3	45	\$22.17	\$8.42	\$8.25	\$0.00	\$38.84
4	50	\$24.63	\$8.42	\$8.25	\$0.00	\$41.30
5	55	\$27.09	\$8.42	\$8.25	\$0.00	\$43.76
6	60	\$29.56	\$8.42	\$8.25	\$0.00	\$46.23
7	65	\$32.02	\$8.42	\$8.25	\$0.00	\$48.69
8	70	\$34.48	\$8.42	\$8.25	\$0.00	\$51.15
9	75	\$36.95	\$8.42	\$8.25	\$0.00	\$53.62
10	80	\$39.41	\$8.42	\$8.25	\$0.00	\$56.08

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
<i>OPERATING ENGINEERS LOCAL 4</i>						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
<i>OPERATING ENGINEERS LOCAL 4</i>						

Classification

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2014	\$33.44	\$13.00	\$13.03	\$0.00	\$59.47
	09/01/2014	\$33.84	\$13.00	\$13.05	\$0.00	\$59.89
	03/01/2015	\$34.38	\$13.00	\$13.06	\$0.00	\$60.44
	09/01/2015	\$35.10	\$13.00	\$13.08	\$0.00	\$61.18
	03/01/2016	\$35.81	\$13.00	\$13.10	\$0.00	\$61.91

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2014

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

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.54	\$13.00	\$0.41	\$0.00	\$26.95
2	40	\$13.54	\$13.00	\$0.41	\$0.00	\$26.95
3	45	\$15.23	\$13.00	\$10.30	\$0.00	\$38.53
4	45	\$15.23	\$13.00	\$10.30	\$0.00	\$38.53
5	50	\$16.92	\$13.00	\$10.55	\$0.00	\$40.47
6	55	\$18.61	\$13.00	\$10.80	\$0.00	\$42.41
7	60	\$20.30	\$13.00	\$11.05	\$0.00	\$44.35
8	65	\$22.00	\$13.00	\$11.30	\$0.00	\$46.30
9	70	\$23.69	\$13.00	\$11.55	\$0.00	\$48.24
10	75	\$25.38	\$13.00	\$11.80	\$0.00	\$50.18

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2014	\$47.00	\$10.18	\$18.15	\$0.00	\$75.33
	08/01/2014	\$47.90	\$10.18	\$18.22	\$0.00	\$76.30
	02/01/2015	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	08/01/2015	\$49.36	\$10.18	\$18.29	\$0.00	\$77.83
	02/01/2016	\$49.93	\$10.18	\$18.29	\$0.00	\$78.40
	08/01/2016	\$50.83	\$10.18	\$18.37	\$0.00	\$79.38
	02/01/2017	\$51.40	\$10.18	\$18.37	\$0.00	\$79.95

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.22	\$0.00	\$52.35
2	60	\$28.74	\$10.18	\$18.22	\$0.00	\$57.14
3	70	\$33.53	\$10.18	\$18.22	\$0.00	\$61.93
4	80	\$38.32	\$10.18	\$18.22	\$0.00	\$66.72
5	90	\$43.11	\$10.18	\$18.22	\$0.00	\$71.51

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2013	\$34.70	\$7.30	\$12.90	\$0.00	\$54.90
	06/01/2014	\$35.45	\$7.30	\$12.90	\$0.00	\$55.65
	12/01/2014	\$36.20	\$7.30	\$12.90	\$0.00	\$56.40
	06/01/2015	\$36.95	\$7.30	\$12.90	\$0.00	\$57.15
	12/01/2015	\$37.70	\$7.30	\$12.90	\$0.00	\$57.90
	06/01/2016	\$38.45	\$7.30	\$12.90	\$0.00	\$58.65
	12/01/2016	\$39.45	\$7.30	\$12.90	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2013	\$33.42	\$7.30	\$12.90	\$0.00	\$53.62
	06/01/2014	\$34.17	\$7.30	\$12.90	\$0.00	\$54.37
	12/01/2014	\$34.92	\$7.30	\$12.90	\$0.00	\$55.12
	06/01/2015	\$35.67	\$7.30	\$12.90	\$0.00	\$55.87
	12/01/2015	\$36.42	\$7.30	\$12.90	\$0.00	\$56.62
	06/01/2016	\$37.17	\$7.30	\$12.90	\$0.00	\$57.37
	12/01/2016	\$38.17	\$7.30	\$12.90	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2013	\$33.30	\$7.30	\$12.90	\$0.00	\$53.50
	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$31.82	\$9.41	\$8.80	\$0.00	\$50.03
	06/01/2014	\$32.17	\$9.41	\$8.80	\$0.00	\$50.38
	08/01/2014	\$32.17	\$9.91	\$8.80	\$0.00	\$50.88
	12/01/2014	\$32.17	\$9.91	\$9.33	\$0.00	\$51.41
	06/01/2015	\$32.52	\$9.91	\$9.33	\$0.00	\$51.76
	08/01/2015	\$32.52	\$10.41	\$9.33	\$0.00	\$52.26
	12/01/2015	\$32.52	\$10.41	\$10.08	\$0.00	\$53.01
	06/01/2016	\$33.02	\$10.41	\$10.08	\$0.00	\$53.51
	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2013	\$45.58	\$7.30	\$13.30	\$0.00	\$66.18
	06/01/2014	\$46.33	\$7.30	\$13.30	\$0.00	\$66.93
	12/01/2014	\$47.08	\$7.30	\$13.30	\$0.00	\$67.68
	06/01/2015	\$47.83	\$7.30	\$13.30	\$0.00	\$68.43
	12/01/2015	\$48.58	\$7.30	\$13.30	\$0.00	\$69.18
	06/01/2016	\$49.33	\$7.30	\$13.30	\$0.00	\$69.93
	12/01/2016	\$50.33	\$7.30	\$13.30	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2013	\$47.58	\$7.30	\$13.30	\$0.00	\$68.18
	06/01/2014	\$48.33	\$7.30	\$13.30	\$0.00	\$68.93
	12/01/2014	\$49.08	\$7.30	\$13.30	\$0.00	\$69.68
	06/01/2015	\$49.83	\$7.30	\$13.30	\$0.00	\$70.43
	12/01/2015	\$50.58	\$7.30	\$13.30	\$0.00	\$71.18
	06/01/2016	\$51.33	\$7.30	\$13.30	\$0.00	\$71.93
	12/01/2016	\$52.33	\$7.30	\$13.30	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2013	\$37.65	\$7.30	\$13.30	\$0.00	\$58.25
	06/01/2014	\$38.40	\$7.30	\$13.30	\$0.00	\$59.00
	12/01/2014	\$39.15	\$7.30	\$13.30	\$0.00	\$59.75
	06/01/2015	\$39.90	\$7.30	\$13.30	\$0.00	\$60.50
	12/01/2015	\$40.65	\$7.30	\$13.30	\$0.00	\$61.25
	06/01/2016	\$41.40	\$7.30	\$13.30	\$0.00	\$62.00
	12/01/2016	\$42.40	\$7.30	\$13.30	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2013	\$39.65	\$7.30	\$13.30	\$0.00	\$60.25
	06/01/2014	\$40.40	\$7.30	\$13.30	\$0.00	\$61.00
	12/01/2014	\$41.15	\$7.30	\$13.30	\$0.00	\$61.75
	06/01/2015	\$41.90	\$7.30	\$13.30	\$0.00	\$62.50
	12/01/2015	\$42.65	\$7.30	\$13.30	\$0.00	\$63.25
	06/01/2016	\$43.40	\$7.30	\$13.30	\$0.00	\$64.00
	12/01/2016	\$44.40	\$7.30	\$13.30	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2013	\$31.24	\$9.41	\$8.80	\$0.00	\$49.45
	06/01/2014	\$31.59	\$9.41	\$8.80	\$0.00	\$49.80
	08/01/2014	\$31.59	\$9.91	\$8.80	\$0.00	\$50.30
	12/01/2014	\$31.59	\$9.91	\$9.33	\$0.00	\$50.83
	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2013	\$30.10	\$7.30	\$12.10	\$0.00	\$49.50
	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12 (Local 138)</i>	03/01/2014	\$45.33	\$9.82	\$14.29	\$0.00	\$69.44
	09/01/2014	\$46.33	\$9.82	\$14.29	\$0.00	\$70.44
	03/01/2015	\$47.33	\$9.82	\$14.29	\$0.00	\$71.44
	09/01/2015	\$48.33	\$9.82	\$14.29	\$0.00	\$72.44
	03/01/2016	\$49.48	\$9.82	\$14.29	\$0.00	\$73.59
	09/01/2016	\$50.53	\$9.82	\$14.29	\$0.00	\$74.64
	03/01/2017	\$51.53	\$9.82	\$14.29	\$0.00	\$75.64
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2013

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

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
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This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Additional Apprentice Information:

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

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

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

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

APPENDIX C

LOCUS PLAN



MVRTA BUS
TERMINAL AND
SENIOR
CENTER
LOCATION

DPW BUILDING



CITY OF AMESBURY, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING				
AMESBURY DPW BUILDING DEMOLITION, REMOVAL, AND DSIPOSAI				
LOCUS PLAN				
DWG DPW DEMO	SCALE: 1"=200'	DR. BY PM	CK. BY PM	DATE 4-24-2014

