

**Town of Mendon
Mendon, Massachusetts**

INVITATION FOR BIDS

FOR

**ASBESTOS ABATEMENT AT THE FORMER CHURCH
BUILDING LOCATED AT 29-31 NORTH AVENUE,
MENDON, MASSACHUSETTS**

June 27, 2014

BIDS DUE:

July 16, 2014, 10:30 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Mendon
c/o Office of the Town Administrator
Mendon Town Hall
20 Main Street
Mendon, MA 01756

**DOCUMENT 00010
ADVERTISEMENT FOR BIDS**

Awarding Authority: The Town of Mendon, Mendon, Massachusetts

Invitation to bid: Asbestos Abatement

Location: Former Church Building
29-31 North Avenue, Mendon, MA

One sealed bid in envelope plainly marked:

"Bid for Asbestos Abatement for
Town of Mendon
Former Church Building
Mendon, Massachusetts"

Bids will be received at:

"The Town of Mendon
Town Administrator
20 Main Street
Mendon, Massachusetts 01756"

Bid Due:

On Wednesday, July 16 prior to 10:30-AM.

At which time they will be publicly opened and read aloud.

The work includes: Removal and disposal of asbestos containing materials as called out in the specifications.

Refer to Appendix A for the table of approximate quantities.

Pre bid site visit: Tuesday, July 8, 2014 at 9:00-AM

Location: Former Church Building, 29-31 North Avenue, Mendon, MA

Contract Documents: May be available after Friday, June 27, 2014 and obtained at the following:

Town Administrator
Town of Mendon
20 Main Street
Mendon, MA 01756

Or by email at knewman@mendonma.gov;

Each BID shall be accompanied by a bid security in the amount of 5% of the Total Bid Price.

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a performance bond in an amount of 100% of the total Contract price and a payment bond in an amount of 100% of the total Contract price from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and

satisfactory to the Town or furnished and materials used or employed therein, when the Contract is executed.

Attention is called to the fact that not less than minimum prevailing wage rates set forth in the Contract Documents must be paid on this project. Attention is also called to requirements relating to Workmen's Compensation and conditions of employment.

Bids may be held by the Owner for a period not to exceed (180) days from the date of the opening of the bids, Saturdays, Sundays and legal holidays excluded, for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

A coin flip will be used at the presence of the bidders should we have a tie bid.

The Awarding Authority reserves the right to waive informalities, to reject any and all bids and to award the Contract in the best interest of the Awarding Authority.

Awarding of this project is subject to Town approval.

**DOCUMENT 00100
TOWN OF MENDON
MENDON, MASSACHUSETTS 01756**

NOTICE TO BIDDERS

The Town of Mendon, Mendon Town Hall, 20 Main Street, Mendon, MA 01756 ("the Town"), acting through the Mendon Board of Selectmen, invites the submission of sealed bids for services related to asbestos abatement at the former church building located at 29-31 North Avenue, Mendon, MA 01756. The Invitation for Bids ("IFB") may be obtained from the Office of the Mendon Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, between 8:30 A.M. and 4:30 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on June 27, 2014. A Pre-Bid site visit will be held on Tuesday, July 8, 2014 at 9:00 A.M. local time at the Former Church Building, 29-31 North Avenue, Mendon, MA. All Bidders are strongly encouraged to attend. Sealed Bids will be received until **10:30 A.M. local time, July 16, 2014**, at the Office of the Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Mendon, including, without limitation, Section 1, Instructions to Bidders and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. The general bidder must submit a valid asbestos contractor license issued by the Department of Labor Standards (149 S 6A-F, 453 CMR 6.00), prior to performing any work.

Section 1. Instructions to Bidders and Bid Submission Requirements

The Town of Mendon, Mendon Town Hall, 20 Main Street, Mendon, MA 01756 ("the Town"), acting through the Mendon Board of Selectmen, invites the submission of sealed bids for services related to asbestos abatement at the former church building located at 29-31 North Avenue, Mendon, MA 01756. For a full description of such services, please refer to Section 3 of the Invitation for Bids ("IFB").

Copies of this IFB may be obtained from the Office of the Mendon Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756, between 8:30 A.M. and 4:30 P.M. local time, Monday through Thursday, and between 8:30 A.M. and 12:00 P.M. (noon) local time, Friday, beginning on June 27, 2014.

A Pre-Bid site visit will be held on Tuesday, July 8, 2014 at 9:00 A.M. local time at the Former Church Building, 29-31 North Avenue, Mendon, MA. All Bidders are strongly encouraged to attend.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Office of the Mendon Town Administrator by the close of business (4:30 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on July 11, 2014. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Mendon: Sealed Bid for Services Related to Asbestos Abatement at the Former Church Building Located at 29-31 North Avenue, Mendon, Massachusetts -2014" shall be received by 10:30 A.M. local time, July 16, 2014, at the Office of the Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Office of the Mendon Town Administrator shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Mendon Town Hall is closed due to weather or other emergency, the deadline for receipt of Bids will be extended to the time posted above on the next business day upon which Town Hall is open.

Each Bid 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 Town of Mendon, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

Each Bid shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

The Town **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of any contract awarded by the Town. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely the IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if its Bid is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Town Administrator prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO ASBESTOS ABATEMENT AT THE FORMER CHURCH BUILDING LOCATED AT 29-31 NORTH AVENUE, MENDON, MA". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Site Visit/Questions

A Pre-Bid site visit will be held on Tuesday, July 8, 2014 at 9:00 A.M. local time at the Former Church Building, 29-31 North Avenue, Mendon, MA.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Office of the Mendon Town Administrator by the close of business (4:30 P.M. local time, Monday through Thursday, and 12:00 P.M. (noon), Friday) on July 11, 2014. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Section 3. Background & Specifications

See attached specifications and scope of work. The Successful Bidder agrees to pay as liquidated damages, the sum of five hundred (\$500.00) per day for each calendar day beyond the deadline for substantial completion for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the Town due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from Successful Bidder's payment.

Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone and beeper/cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Mendon and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Mendon, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to asbestos abatement (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.) The general bidder must submit a valid asbestos contractor license issued by the Department of Labor Standards (149 S 6A-F, 453 CMR 6.00), prior to performing any work.
 - C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with Section 8(h) of the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
 - G. Bidder has not defaulted on any Contract within the last five (5) years.

- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
 - I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
 - J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
 - K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
 - L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
 - M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
 - N. Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
 - O. Bidder's employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
 - P. Bidder's materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
 7. A fully executed Certificate of Compliance with all applicable EEO/AA/SDO provisions. (Appendix 7)
 8. A full executed Certificate of Non-Debarment. (Appendix 8)

9. 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 in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Selection Criteria

In order to be considered a responsible and eligible Bidder, a Bidder shall comply with the Bid Submission Requirements set forth in Section 4 above.

Section 6. Bid Submission

Sealed Bids marked "Town of Mendon: Sealed Bid for Services Related to Asbestos Abatement at the Former Church Building Located at 29-31 North Avenue, Mendon, Massachusetts -2014" shall be received by 10:30 A.M. local time, July 16, 2014, at the Office of the Town Administrator, Mendon Town Hall, 20 Main Street, Mendon, MA 01756.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Office of the Mendon Town Administrator shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted. If the Mendon Town Hall is closed due to weather or other emergency, the deadline for receipt of Bids will be extended to the time posted above on the next business day upon which Town Hall is open.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M.

Section 7. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Town to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work. The award of any Contract pursuant to this IFB shall be subject to appropriation by Mendon Town Meeting.

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 shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); 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; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Mendon. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 8. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Mendon law applicable to his/her/its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended.. Any contract awarded shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

Section 9. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance

requirements, including, without limitation, the required language mandating that the Town of Mendon shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 10. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 11. Performance Bond Requirements

Within ten (10) days after notification of award of the Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. All Bidders shall verify their bonding capacities before submitting a Bid.

Section 12. Labor and Materials Payment Bond Requirements

Within ten (10) days after notification of award of the Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town and which is licensed by the Massachusetts Division of Insurance. All Bidders shall verify their bonding capacities before submitting a Bid.

Section 13. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Mendon property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Mendon shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 14. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Mendon.

Section 15. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 16. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with Applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

**DOCUMENT 00300
PHASING OF WORK**

The work referred to herein is located at the:

Former Church Building
Mendon, Massachusetts

Time for Completion:

The contractor shall commence work on Monday, August 11, 2014 and must be completed by Friday, August 22, 2014. Windows are to be removed at a later time to be coordinated with the general contractor.

Hours of Work:

The contractor shall perform the work in one (8 hour shift) per day from 7:30AM-3:00PM Monday through Friday.

There is always the possibility of changing the phasing of the project. Change in phasing shall not be the basis for any additional cost to the Owner.

Liquidated Damages:

Bidder must agree to commence and complete "WORK" and meet the Owner schedule for phasing of the "WORK", if any, in accordance with the dates stipulated above. Bidder must also agree to pay as liquidated damages to cover various expenses the owner might incur, the sum of

\$ 500.00 per day

that the Contractor does not complete the work required by the phasing dates of "WORK" stipulated above. Such moneys shall be paid as liquidated damages, not as a penalty, to partially cover losses and expenses to the Owner.

**DOCUMENT 00350
FORM FOR BID**

The undersigned hereby submits a sealed bid for asbestos abatement at the former church building located at 29-31 North Avenue, Mendon, MA, as specified in the IFB.

Printed Name of Bidder: _____

Address: _____

The Bidder hereby pledges to deliver the complete scope of services required for the price shown below:

Total Price in Words:

Total Price in Numbers: \$ _____

The Contractor shall provide unit prices (to be used for addition/deduction to the scope of work) for the following:
Deduction will be based on the unit price minus 15%.

Vinyl Floor Tile and Mastic per SF \$ _____

Pipe and Hard Joint Insulation per LF \$ _____

Carpet per SF \$ _____

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to asbestos abatement (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.) The general bidder must submit a valid asbestos contractor license issued by the Department of Labor Standards (149 S 6A-F, 453 CMR 6.00), prior to performing any work.
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town endorsements or riders in compliance with Section 8(h) of the Contract.)

- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status. This information will not be considered a public record, pursuant to M.G.L. c.4, §7, cl.26th.)
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder's employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder's materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work. The award of any Contract pursuant to this IFB shall be subject to appropriation by Mendon Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

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

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number

Admitted in Massachusetts Yes

 No

Place of Business in Massachusetts

Telephone Number

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any applicable EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Mendon within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

DOCUMENT 00400
GENERAL CONTRACTOR BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and

_____ as Surety, are hereby held and firmly bound unto

The Town of Mendon, Massachusetts as Owner, in the penal sum of \$ _____

(_____ dollars and _____ cents) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 2014

The Condition of the above obligation is such that whereas the Principal has submitted to **The Town of Mendon, Massachusetts**

A certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Asbestos Abatement located at the

Former Church Building
Mendon, Massachusetts

NOW, THEREFORE,

- (a) If the said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract contained in the Contract Document properly completed in accordance with said BID) and shall furnish a BOND for his/her faithful performance of said contract, and for a 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 an 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

Surety

By

SEAL

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 of Massachusetts.

DOCUMENT 00500
Town of Mendon, Massachusetts
Contract for Services Related to Asbestos Abatement at the Former Church Property
Located at 29-31 North Avenue, Mendon, Massachusetts

This Contract is made this _____ day of _____, 2014, by and between the Town of Mendon, Massachusetts, with an address of Mendon Town Hall, 20 Main Street, Mendon, MA 01756, acting by the Mendon Board of Selectmen (hereinafter the "Town of Mendon," the "Town," or the "Owner"), and _____, a _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services as set forth in the Invitation for Bids for Services Related to Asbestos Abatement at the Former Church Property Located at 29-31 North Avenue, Mendon, MA ("IFB"), issued by the Board of Selectmen of the Town of Mendon, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by _____. The Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of five hundred (\$500.00) per day for each calendar day beyond the deadline for substantial completion for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the Town due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB

Fifth Priority: Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39K, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments shall be calculated and paid according to the IFB.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Mendon, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Mendon law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the

Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Mendon shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Town of Mendon before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Mendon or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Mendon with its proof of insurance coverage endorsements or riders to the policies of commercial general liability

insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Mendon is named as an additional insured on each such policy.

- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Mendon for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Mendon and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Mendon statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Mendon, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Mendon statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) business days after notification of acceptance of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) business days after notification of acceptance of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Mendon and not as an employee of the Town of Mendon. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Mendon, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Mendon property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Mendon shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Mendon.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Mendon Town Meeting of sufficient money to fund the Contract. Should Mendon Town Meeting fail to appropriate necessary funds therefor, the Town of Mendon shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Kimberly Newman, Town Administrator
Mendon Town Hall
20 Main Street
Mendon, MA 01756

With copies to: Robert S. Mangiaratti, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Worcester County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Mendon shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Mendon

by: the Mendon Board of Selectmen

(Printed Name of Contractor)
by:

Michael Goddard, Chairman

Signature

Mark Reil, Member

Printed Name

Richard Schofield, Member

Printed Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Mendon Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Town Accountant

Dated: _____

APPROVED AS TO FORM ONLY AND NOT AS TO SUBSTANCE:

Office of the Town Counsel

Dated: _____

[The remainder of this page is left blank.]

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____
_____ 20____, at which meeting all Directors were present and voting, the following vote was
unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____ and
has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification
of authority to sign for the Corporation" shall be attached.)

797171v1

**DOCUMENT 00600
BONDS AND CERTIFICATES
PAYMENT BOND**

Know all persons by these presents, that

as principal, and

as surety

are held and firmly bound unto **The Town of Mendon, Mendon, Massachusetts** the sum of _____ lawful money of the United States of America, to be paid to **The Town of Mendon, Mendon, Massachusetts** for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has made a contract with **The Town of Mendon, Mendon, Massachusetts** bearing the date of _____ 2014, for the construction of the Project entitled:

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additional being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of Massachusetts General Laws Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

In witness whereof we hereunto set out hands and seals this _____ day of _____ 2014.

By _____
(Seal) Principal

By _____
(Seal) Surety

Surety Agent _____

Address _____

PERFORMANCE BOND

Know all persons by these presents, that

as principal, and

as surety,

are held and firmly bound unto **Town of Mendon, Mendon, Massachusetts** in the sum of _____ lawful money of the United States of America, to be paid to **The Town of Mendon, Mendon, Massachusetts** for which payments, well and truly to be made, we find ourselves, or respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has made a contract with **The Town of Mendon, Mendon, Massachusetts** bearing the date of _____ 2014 for the construction of the Project entitled:

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms, and conditions of said contract and any extensions thereof that may be granted by **The Town of Mendon, Mendon, Massachusetts** and during the life of any guaranty required under the Contract, with or without notice to the surety, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms, and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In the event that the contract is abandoned by the Contractor, or is terminated by **The Town of Mendon, Mendon, Massachusetts** said surety agrees that it shall, if requested in writing by **The Town of Mendon, Mendon, Massachusetts** take such action as is necessary to complete the contract.

In witness whereof we hereunto set our hands and seals this _____ day of _____ 2014

By _____
(Seal) Principal

By _____
(Seal) Principal
Countersigned Mass. Resident Agent
Surety Agent

Address _____

Telephone Number _____

**DOCUMENT 00650
NOTICE TO PROCEED**

To: _____

Date: _____

Project: Asbestos Abatement

Location:

Former Church Building
Mendon, Massachusetts

You are hereby notified to commence WORK in accordance with the Agreement dated
_____, 2014, on

and you are to fully complete the work including punch list items by

Work required to complete additional quantities may be required to be done at later dates and times as specified in additional Notices to Proceed, as issued by the Designer from time to time.

The Engineer may make changes to the schedule of the work as necessary to meet the needs of the Owner, so long as the length of time to complete the work is not reduced.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____
day of _____, 2014, by

Company _____

Signature _____

Name _____

Title _____

DOCUMENT 00700
GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

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

ARTICLE 2: DESCRIPTION OF WORK, INTERPRETATION, and INTENT

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

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

ARTICLE 3: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

In general, the Contractor shall:

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

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

G. Subcontractors

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

H. Safety Requirements.

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

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

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

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

ARTICLE 5 - EXECUTION AND PROGRESS

A. Progress Schedule.

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

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

B. Liquidated Damages

- (1) Since time is of the essence and since the amount of damage and loss to the Owner which will result from the Contractor's failure to turn each phase of the Project over to the Owner for use and occupancy within the completion dates specified in this Contract will be difficult or impracticable to ascertain, the Contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day that the use and occupancy date for the different phases of this project exceeds the contract completion dates, as extended by any authorized extension of time granted pursuant to Article 6 and as stated in the bid forms. Such moneys shall be paid as liquidated damages, not as a penalty, to partially cover losses and expenses to the Owner.
- (2) The Owner shall recover such liquidated damages by deducting the amount thereof out of any moneys due or that become due the Contractor, and if such moneys are insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay the Owner the amount due for liquidated damages.
- (3) Permitting the Contractor to continue and finish the work or any portion of it after the time fixed in the Contract for completion, as extended by an authorized extension of time granted in accordance with the provisions of Article 6, shall not operate as a waiver on the part of the Owner of any of its rights under the Contract, including the right to assess liquidated damages.
- (4) The amount of the liquidated damages has been determined, in part, based upon the fact that delays in completion of phases by the asbestos contractor will result in delaying the general contractor's ability to commence and complete various portions of its work on the project.

C. Delays.

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

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

ARTICLE 6 - CHANGES IN WORK

A. General.

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

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

B. Computing Equitable Adjustments.

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

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

C. Work Performed Under Protest.

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

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

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

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

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

E. Construction Change Directives

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

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

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

ARTICLE 7 - PAYMENT PROVISIONS

A. Contract Amount.

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

B. Statutory Payment Provisions.

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

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

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

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

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

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

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

- (2) Method of Payment on Public Works Projects. G.L. c. 30 Section 39G.
- (3) Upon substantial completion of work required by the Contract, the Contractor shall present in writing to the Owner its certification that the work has been substantially completed. Within twenty- one days thereafter, the Owner shall present to the Contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed. The Owner may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract completion date, within which the Contractor must achieve substantial completion of the work. In the event that the Owner fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty- one-day period, the Contractor's certification shall take effect as the declaration that the work has been substantially completed.
- (a) Within sixty five days after the effective date of a declaration of a substantial completion, the Owner shall prepare and forthwith send to the Contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but five percent (5%) retainage on that work, including the quantity price and all but one per cent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The Owner also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty- nine F.
- (b) If the Owner fails to prepare and send to the Contractor any substantial completion estimate required by this section on or before the date herein above set forth, the Owner shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the Owner sends that substantial completion estimate to the Contractor for acceptance or to the date of payment therefore, whichever occurs first. The Owner shall include the amount of such interest in the substantial completion estimate.
- (c) Within fifteen days after the effective date of the declaration of substantial completion, the Owner shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty five days after the receipt of such list or before the then Contract completion date, whichever is later. If the Contractor fails to complete such work within such time, the Owner may, subsequent to seven days written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

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

C. Standard Invoice.

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

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

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

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

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

- (i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the Contractor may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate form the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (e), (f), (g) and (h).
- (j) Any assignment by the subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty- nine of chapter one hundred forty nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Owner or which are on deposit pursuant to subparagraph (f) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.
- (k) In order to have standing to file a direct payment request pursuant to this section 4, a subcontractor must meet the requirement of the following subparagraph (a) if the Project is a building project awarded pursuant to G.L.c 149 Section 44A or subparagraph (b) if the Project is a public works project awarded pursuant to G.L.c 30 Section 39M.

E. Payment Liabilities of Contractor.

- (1) The Contractor shall be responsible to the Owner for all expenses, losses and damages incurred in consequence of any defect, omission or mistake of the Contractor or his/her employees or the making good thereof. In case the work required by this Contract shall not be completed by the time herein designated, as extended pursuant to the terms of this Contract, the Contractor shall pay to the Owner as liquidated damages in full compensation for such delay the sum specified hereinbefore (see Article 5, Paragraph 2).
- (2) Retention of Moneys by Owner. The Owner may retain any moneys, which would otherwise be payable under this Contract and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the Owner as a direct result of the Contractor's failure to perform its obligations hereunder.
- (3) No monies retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of Chapter 149, Section 29, for which security is provided by bond.

F. Acceptance of Final Payment.

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Certificate of Final Inspection, Release and Acceptance, shall operate as a release to the Owner and the Designer from all claims and liability related to this Contract, except for a claim against the Owner for the amount set forth by the Contractor in such Certificate.

ARTICLE 8 - TERMINATION

A. Termination For Cause.

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

B. Acceleration.

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

C. Termination Liabilities.

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

D. Termination - No Fault.

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

ARTICLE 9 - MISCELLANEOUS LEGAL REQUIREMENTS

A. General.

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

B. Corporate Disclosures.

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

C. Veterans Preference.

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

D. Prevailing Wage Rates.

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

E. Employment Records.

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

F. Vehicle and Equipment Operators.

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

G. Minority Participation.

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

ARTICLE 10 Contractor's Accounting Requirements

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

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded this Contract.
- (2) "Contract" means any contract awarded or executed pursuant to G.L.C. 30, section 39M or G.L.C. 149 section 44A-H, which is for an amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

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

ARTICLE 11 - INSURANCE REQUIREMENTS

The Contractor must provide all required insurance per Document 00500.

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

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

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

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

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

ARTICLE 12 - PERFORMANCE AND PAYMENT BONDS

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

ARTICLE 13 - INDEMNIFICATION

- A. The Contractor shall take all responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Engineer, the Owner, Project Manager and their officers, boards, commissions, committees, employees, and agents from all claims relating to labor performed or furnished and materials used or employed for the work; to inventions, patents and patent rights used in and in doing the work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and his employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his employees therein.
- B. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Project Manager and the Engineer and their agents, boards, commissions, committees, officers, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss or expense (1) is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph.

- C. The Contractor and his employees, subcontractors, etc. shall conform to the general safety policies of the Owner while present on the work site and shall also follow all other local, State and Federal Safety requirements.
- D. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers or workers' compensation acts, disability benefit acts, or other employee benefit acts.
- E. The obligations of the Contractor hereunder shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- F. The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated on or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.
- G. The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from such operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.
- H. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees. The employees of the Contractor perform their tasks as such and are not considered employees of the Owner; therefore, they shall not be entitled to any benefit or incidence of employment, including without limitation, insurance, sick/vacation leave, retirement, etc.
- I. Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

- J. If any other contractor of any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner, Project Manager and Engineer from and against any and all claims by such other contractors or subcontractor alleging such loss, damage or delay and from and against any and all claims, demands suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.
- K. The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

ATTACHMENT A

WAGE RATES

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

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



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: Town of Mendon
Contract Number: **City/Town:** MENDON
Description of Work: Adaptive re-use of St Michael's Church into the Taft Public Library
Job Location: 20 North Ave, Mendon 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.
- An Awarding Authority 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. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, 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. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. 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 and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. 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>	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>	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>	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 2)</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>	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"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	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>	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>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (WORCESTER)</i>	03/01/2014	\$45.96	\$10.18	\$17.55	\$0.00	\$73.69
	09/01/2014	\$46.86	\$10.18	\$17.62	\$0.00	\$74.66
	03/01/2015	\$47.42	\$10.18	\$17.62	\$0.00	\$75.22
	09/01/2015	\$48.32	\$10.18	\$17.69	\$0.00	\$76.19
	03/01/2016	\$48.89	\$10.18	\$17.69	\$0.00	\$76.76
	09/01/2016	\$49.79	\$10.18	\$17.77	\$0.00	\$77.74
	03/01/2017	\$50.36	\$10.18	\$17.77	\$0.00	\$78.31

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

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.98	\$10.18	\$17.55	\$0.00	\$50.71
2	60	\$27.58	\$10.18	\$17.55	\$0.00	\$55.31
3	70	\$32.17	\$10.18	\$17.55	\$0.00	\$59.90
4	80	\$36.77	\$10.18	\$17.55	\$0.00	\$64.50
5	90	\$41.36	\$10.18	\$17.55	\$0.00	\$69.09

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.43	\$10.18	\$17.62	\$0.00	\$51.23
2	60	\$28.12	\$10.18	\$17.62	\$0.00	\$55.92
3	70	\$32.80	\$10.18	\$17.62	\$0.00	\$60.60
4	80	\$37.49	\$10.18	\$17.62	\$0.00	\$65.29
5	90	\$42.17	\$10.18	\$17.62	\$0.00	\$69.97

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>	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>	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>	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>	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

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 <i>BRICKLAYERS LOCAL 3 (WORCESTER)</i>	01/01/2014	\$41.77	\$10.90	\$18.71	\$1.30	\$72.68
	07/01/2014	\$42.70	\$10.90	\$18.71	\$1.30	\$73.61
	01/01/2015	\$43.29	\$10.90	\$18.71	\$1.30	\$74.20
	07/01/2015	\$44.23	\$10.90	\$18.71	\$1.30	\$75.14
	01/01/2016	\$44.82	\$10.90	\$18.71	\$1.30	\$75.73

Apprentice - CEMENT MASONRY/PLASTERING - Worcester

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.89	\$10.90	\$12.21	\$1.30	\$45.30
2	60	\$25.06	\$10.90	\$13.71	\$1.30	\$50.97
3	65	\$27.15	\$10.90	\$14.71	\$1.30	\$54.06
4	70	\$29.24	\$10.90	\$15.71	\$1.30	\$57.15
5	75	\$31.33	\$10.90	\$16.71	\$1.30	\$60.24
6	80	\$33.42	\$10.90	\$17.71	\$1.30	\$63.33
7	90	\$37.59	\$10.90	\$18.71	\$1.30	\$68.50

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.35	\$10.90	\$12.21	\$1.30	\$45.76
2	60	\$25.62	\$10.90	\$13.71	\$1.30	\$51.53
3	65	\$27.76	\$10.90	\$14.71	\$1.30	\$54.67
4	70	\$29.89	\$10.90	\$15.71	\$1.30	\$57.80
5	75	\$32.03	\$10.90	\$16.71	\$1.30	\$60.94
6	80	\$34.16	\$10.90	\$17.71	\$1.30	\$64.07
7	90	\$38.43	\$10.90	\$18.71	\$1.30	\$69.34

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$41.49	\$10.00	\$14.18	\$0.00	\$65.67
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE)	01/01/2014	\$45.91	\$7.85	\$16.10	\$0.00	\$69.86
<i>PAINTERS LOCAL 35 - ZONE 2</i>	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

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	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
<i>LABORERS - ZONE 2</i>	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	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
<i>LABORERS - ZONE 2</i>	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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	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: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	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>	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>	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 2)</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 2)</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 2)</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 2)</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
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46

Apprentice - *ELECTRICIAN - Local 96***Effective Date -** 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.25	\$7.91	\$0.46	\$0.00	\$23.62
2	43	\$16.39	\$7.91	\$0.49	\$0.00	\$24.79
3	48	\$18.30	\$7.91	\$10.09	\$0.00	\$36.30
4	55	\$20.97	\$7.91	\$10.47	\$0.00	\$39.35
5	65	\$24.78	\$7.91	\$11.00	\$0.00	\$43.69
6	80	\$30.50	\$7.91	\$11.81	\$0.00	\$50.22

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.35	\$8.16	\$0.46	\$0.00	\$23.97
2	43	\$16.50	\$8.16	\$0.50	\$0.00	\$25.16
3	48	\$18.42	\$8.16	\$10.33	\$0.00	\$36.91
4	55	\$21.10	\$8.16	\$10.70	\$0.00	\$39.96
5	65	\$24.94	\$8.16	\$11.24	\$0.00	\$44.34
6	80	\$30.70	\$8.16	\$12.05	\$0.00	\$50.91

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 41

01/01/2014	\$46.92	\$12.73	\$13.46	\$0.00	\$73.11
01/01/2015	\$47.73	\$13.58	\$14.21	\$0.00	\$75.52
01/01/2016	\$48.77	\$14.43	\$14.96	\$0.00	\$78.16
01/01/2017	\$49.90	\$15.28	\$15.71	\$0.00	\$80.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.46	\$12.73	\$13.46	\$0.00	\$49.65
2	55	\$25.81	\$12.73	\$13.46	\$0.00	\$52.00
3	65	\$30.50	\$12.73	\$13.46	\$0.00	\$56.69
4	70	\$32.84	\$12.73	\$13.46	\$0.00	\$59.03
5	80	\$37.54	\$12.73	\$13.46	\$0.00	\$63.73

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.87	\$13.58	\$14.21	\$0.00	\$51.66
2	55	\$26.25	\$13.58	\$14.21	\$0.00	\$54.04
3	65	\$31.02	\$13.58	\$14.21	\$0.00	\$58.81
4	70	\$33.41	\$13.58	\$14.21	\$0.00	\$61.20
5	80	\$38.18	\$13.58	\$14.21	\$0.00	\$65.97

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2014	\$32.84	\$12.73	\$13.46	\$0.00	\$59.03
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2015	\$33.41	\$13.58	\$14.21	\$0.00	\$61.20
	01/01/2016	\$34.14	\$14.43	\$14.96	\$0.00	\$63.53
	01/01/2017	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
LABORERS - ZONE 2	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	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05
OPERATING ENGINEERS LOCAL 4	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47
OPERATING ENGINEERS LOCAL 4	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10
OPERATING ENGINEERS LOCAL 4	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FIRE ALARM INSTALLER	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
ELECTRICIANS LOCAL 96	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
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>	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 II</i>	03/01/2014	\$37.56	\$9.80	\$16.96	\$0.00	\$64.32

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.78	\$9.80	\$1.79	\$0.00	\$30.37
2	55	\$20.66	\$9.80	\$1.79	\$0.00	\$32.25
3	60	\$22.54	\$9.80	\$11.59	\$0.00	\$43.93
4	65	\$24.41	\$9.80	\$11.59	\$0.00	\$45.80
5	70	\$26.29	\$9.80	\$13.38	\$0.00	\$49.47
6	75	\$28.17	\$9.80	\$13.38	\$0.00	\$51.35
7	80	\$30.05	\$9.80	\$15.17	\$0.00	\$55.02
8	85	\$31.93	\$9.80	\$15.17	\$0.00	\$56.90

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

Classification

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

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
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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 63</i>	01/01/2014	\$32.29	\$8.64	\$13.65	\$1.64	\$56.22
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2014	\$32.29	\$8.64	\$13.65	\$1.64	\$56.22
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS LOCAL 4</i>	03/01/2014	\$40.61	\$9.35	\$14.26	\$0.00	\$64.22
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	03/01/2014	\$40.61	\$9.35	\$14.26	\$0.00	\$64.22
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	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 (WORCESTER)</i>	09/01/2013	\$37.90	\$10.95	\$12.10	\$0.00	\$60.95
	09/01/2014	\$39.90	\$10.95	\$12.10	\$0.00	\$62.95

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester
Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.95	\$10.95	\$9.00	\$0.00	\$38.90
2	60	\$22.74	\$10.95	\$9.62	\$0.00	\$43.31
3	70	\$26.53	\$10.95	\$10.24	\$0.00	\$47.72
4	80	\$30.32	\$10.95	\$10.86	\$0.00	\$52.13

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.95	\$10.95	\$9.00	\$0.00	\$39.90
2	60	\$23.94	\$10.95	\$9.62	\$0.00	\$44.51
3	70	\$27.93	\$10.95	\$10.24	\$0.00	\$49.12
4	80	\$31.92	\$10.95	\$10.86	\$0.00	\$53.73

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2014	\$40.89	\$7.70	\$19.25	\$0.00	\$67.84
IRONWORKERS LOCAL 7 (WORCESTER AREA)						

Apprentice - IRONWORKER - Local 7 Worcester
Effective Date - 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.53	\$7.70	\$19.25	\$0.00	\$51.48
2	70	\$28.62	\$7.70	\$19.25	\$0.00	\$55.57
3	75	\$30.67	\$7.70	\$19.25	\$0.00	\$57.62
4	80	\$32.71	\$7.70	\$19.25	\$0.00	\$59.66
5	85	\$34.76	\$7.70	\$19.25	\$0.00	\$61.71
6	90	\$36.80	\$7.70	\$19.25	\$0.00	\$63.75

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
LABORERS - ZONE 2						
	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
LABORERS - ZONE 2	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

Apprentice - LABORER - Zone 2

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

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.51	\$7.30	\$12.10	\$0.00	\$37.91
2	70	\$21.60	\$7.30	\$12.10	\$0.00	\$41.00
3	80	\$24.68	\$7.30	\$12.10	\$0.00	\$44.08
4	90	\$27.77	\$7.30	\$12.10	\$0.00	\$47.17

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
LABORERS - ZONE 2	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	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
LABORERS - ZONE 2	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	06/01/2014	\$30.55	\$7.30	\$12.05	\$0.00	\$49.90
LABORERS - ZONE 2	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>	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>	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>	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>	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 (WORCESTER) - 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 (WORCESTER) - MARBLE & TILE

03/01/2014	\$46.52	\$10.18	\$17.55	\$0.00	\$74.25
09/01/2014	\$47.42	\$10.18	\$17.62	\$0.00	\$75.22
03/01/2015	\$47.98	\$10.18	\$17.62	\$0.00	\$75.78
09/01/2015	\$48.88	\$10.18	\$17.69	\$0.00	\$76.75
03/01/2016	\$49.45	\$10.18	\$17.69	\$0.00	\$77.32
09/01/2016	\$50.35	\$10.18	\$17.77	\$0.00	\$78.30
03/01/2017	\$50.92	\$10.18	\$17.77	\$0.00	\$78.87

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile (Worc)
Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.26	\$10.18	\$17.55	\$0.00	\$50.99
2	60	\$27.91	\$10.18	\$17.55	\$0.00	\$55.64
3	70	\$32.56	\$10.18	\$17.55	\$0.00	\$60.29
4	80	\$37.22	\$10.18	\$17.55	\$0.00	\$64.95
5	90	\$41.87	\$10.18	\$17.55	\$0.00	\$69.60

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.62	\$0.00	\$51.51
2	60	\$28.45	\$10.18	\$17.62	\$0.00	\$56.25
3	70	\$33.19	\$10.18	\$17.62	\$0.00	\$60.99
4	80	\$37.94	\$10.18	\$17.62	\$0.00	\$65.74
5	90	\$42.68	\$10.18	\$17.62	\$0.00	\$70.48

Notes:
Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <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"						
MECHANICS MAINTENANCE <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"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	04/01/2014	\$31.64	\$9.80	\$16.21	\$0.00	\$57.65
	10/01/2014	\$32.38	\$9.80	\$16.21	\$0.00	\$58.39
	04/01/2015	\$33.13	\$9.80	\$16.21	\$0.00	\$59.14

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 04/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$17.40	\$9.80	\$4.48	\$0.00	\$31.68
2	65	\$20.57	\$9.80	\$13.36	\$0.00	\$43.73
3	75	\$23.73	\$9.80	\$14.18	\$0.00	\$47.71
4	85	\$26.89	\$9.80	\$14.99	\$0.00	\$51.68

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$17.81	\$9.80	\$4.48	\$0.00	\$32.09
2	65	\$21.05	\$9.80	\$13.36	\$0.00	\$44.21
3	75	\$24.29	\$9.80	\$14.18	\$0.00	\$48.27
4	85	\$27.52	\$9.80	\$14.99	\$0.00	\$52.31

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
LABORERS - ZONE 2	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)	12/01/2013	\$20.96	\$10.00	\$14.18	\$0.00	\$45.14
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2013	\$24.43	\$10.00	\$14.18	\$0.00	\$48.61
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	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

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) *

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

01/01/2014	\$36.81	\$7.85	\$16.10	\$0.00	\$60.76
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)	06/01/2014	\$30.35	\$7.30	\$12.10	\$0.00	\$49.75
LABORERS - ZONE 2	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,	07/01/2014	\$36.26	\$7.85	\$16.10	\$0.00	\$60.21
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	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 - 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)

PAINTERS LOCAL 35 - ZONE 2

01/01/2014	\$33.47	\$7.85	\$16.10	\$0.00	\$57.42
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

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 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	09/01/2013	\$37.01	\$9.80	\$18.17	\$0.00	\$64.98

Apprentice - PILE DRIVER - Local 56 Zone 2**Effective Date -** 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$48.02/2\$52.03/3\$56.04/4\$58.05/5\$60.05/6\$60.05/7\$64.06/8\$64.06

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	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 & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	03/01/2014	\$40.61	\$9.35	\$14.26	\$0.00	\$64.22
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Apprentice - PLUMBER/PIPEFITTER - Local 4

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.24	\$9.35	\$0.00	\$0.00	\$25.59
2	50	\$20.31	\$9.35	\$0.00	\$0.00	\$29.66
3	60	\$24.37	\$9.35	\$0.00	\$0.00	\$33.72
4	70	\$28.43	\$9.35	\$4.55	\$0.00	\$42.33
5	80	\$32.49	\$9.35	\$4.55	\$0.00	\$46.39

Notes:

Steps - 2000 hrs; Step 4 w/license-75; Step 5 w/license-85
Step 4 with lic\$44.36 Step 5 with lic\$48.42

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS LOCAL 4</i>	03/01/2014	\$40.61	\$9.35	\$14.26	\$0.00	\$64.22
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	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>	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
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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
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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
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 170</i>	05/01/2010	\$22.04	\$6.50	\$5.44	\$0.00	\$33.98
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.						

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>	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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers 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
ROOFERS LOCAL 33

02/01/2014	\$39.46	\$10.50	\$10.70	\$0.00	\$60.66
08/01/2014	\$40.36	\$10.50	\$10.70	\$0.00	\$61.56
02/01/2015	\$41.26	\$10.50	\$10.70	\$0.00	\$62.46
08/01/2015	\$42.16	\$10.50	\$10.70	\$0.00	\$63.36
02/01/2016	\$43.06	\$10.50	\$10.70	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER
SHEETMETAL WORKERS LOCAL 63

01/01/2014	\$32.29	\$8.64	\$13.65	\$1.64	\$56.22
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Apprentice - SHEET METAL WORKER - Local 63**Effective Date -** 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$14.53	\$5.65	\$3.56	\$0.00	\$23.74
2	50	\$16.15	\$5.93	\$3.96	\$0.00	\$26.04
3	55	\$17.76	\$6.20	\$7.13	\$0.93	\$32.02
4	60	\$19.37	\$6.47	\$7.13	\$0.99	\$33.96
5	65	\$20.99	\$6.74	\$7.13	\$1.05	\$35.91
6	70	\$22.60	\$7.01	\$7.13	\$1.10	\$37.84
7	75	\$24.22	\$7.28	\$7.13	\$1.16	\$39.79
8	80	\$25.83	\$7.55	\$12.86	\$1.39	\$47.63
9	85	\$27.45	\$7.83	\$12.86	\$1.44	\$49.58
10	90	\$29.06	\$8.10	\$12.86	\$1.50	\$51.52

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

SIGN ERECTOR

PAINTERS LOCAL 35 - ZONE 2

06/01/2013

\$25.81

\$7.07

\$7.05

\$0.00

\$39.93

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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>	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
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2014	\$53.58	\$8.42	\$13.60	\$0.00	\$75.60
	10/01/2014	\$54.73	\$8.42	\$13.60	\$0.00	\$76.75
	01/01/2015	\$54.73	\$8.42	\$13.75	\$0.00	\$76.90
	03/01/2015	\$55.73	\$8.42	\$13.75	\$0.00	\$77.90
	10/01/2015	\$56.88	\$8.42	\$13.75	\$0.00	\$79.05
	01/01/2016	\$56.88	\$8.67	\$13.90	\$0.00	\$79.45
	03/01/2016	\$57.88	\$8.67	\$13.90	\$0.00	\$80.45
	10/01/2016	\$59.03	\$8.67	\$13.90	\$0.00	\$81.60
	03/01/2017	\$60.03	\$8.67	\$13.90	\$0.00	\$82.60

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**Effective Date -** 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.75	\$8.42	\$8.25	\$0.00	\$35.42
2	40	\$21.43	\$8.42	\$8.25	\$0.00	\$38.10
3	45	\$24.11	\$8.42	\$8.25	\$0.00	\$40.78
4	50	\$26.79	\$8.42	\$8.25	\$0.00	\$43.46
5	55	\$29.47	\$8.42	\$8.25	\$0.00	\$46.14
6	60	\$32.15	\$8.42	\$8.25	\$0.00	\$48.82
7	65	\$34.83	\$8.42	\$8.25	\$0.00	\$51.50
8	70	\$37.51	\$8.42	\$8.25	\$0.00	\$54.18
9	75	\$40.19	\$8.42	\$8.25	\$0.00	\$56.86
10	80	\$42.86	\$8.42	\$8.25	\$0.00	\$59.53

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.16	\$8.42	\$8.25	\$0.00	\$35.83
2	40	\$21.89	\$8.42	\$8.25	\$0.00	\$38.56
3	45	\$24.63	\$8.42	\$8.25	\$0.00	\$41.30
4	50	\$27.37	\$8.42	\$8.25	\$0.00	\$44.04
5	55	\$30.10	\$8.42	\$8.25	\$0.00	\$46.77
6	60	\$32.84	\$8.42	\$8.25	\$0.00	\$49.51
7	65	\$35.57	\$8.42	\$8.25	\$0.00	\$52.24
8	70	\$38.31	\$8.42	\$8.25	\$0.00	\$54.98
9	75	\$41.05	\$8.42	\$8.25	\$0.00	\$57.72
10	80	\$43.78	\$8.42	\$8.25	\$0.00	\$60.45

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 OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 (WORCESTER) - MARBLE & TILE	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
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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>	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>	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>	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"						
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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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>	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>	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>	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>	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"					
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	06/01/2013	\$25.86	\$7.66	\$10.09	\$0.00	\$43.61

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.93	\$7.66	\$2.85	\$0.00	\$23.44
2	55	\$14.22	\$7.66	\$2.89	\$0.00	\$24.77
3	60	\$15.52	\$7.66	\$9.78	\$0.00	\$32.96
4	65	\$16.81	\$7.66	\$9.81	\$0.00	\$34.28
5	70	\$18.10	\$7.66	\$9.85	\$0.00	\$35.61
6	75	\$19.40	\$7.66	\$9.89	\$0.00	\$36.95
7	80	\$20.69	\$7.66	\$9.93	\$0.00	\$38.28
8	85	\$21.98	\$7.66	\$9.97	\$0.00	\$39.61

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	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
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	03/01/2014	\$40.61	\$9.35	\$14.26	\$0.00	\$64.22
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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
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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
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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
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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
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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
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For apprentice rates see "Apprentice- LINEMAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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"						
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

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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentices 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.

DOCUMENT 00800
SUPPLEMENTAL CONDITIONS

1. **CONFLICT OR INCONSISTENCY:** If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the stricter provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions shall prevail.
2. **STATE AND LOCAL PERMITS, LICENSES, FEES, and INSPECTION CERTIFICATES:** The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, fees, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits, Business License, and Certificate of Occupancy.
3. **PROTECTION OF WORK:** The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.
4. **SPECIAL PRECAUTIONS:** At all times during the construction of the project and its component parts, the Contractor shall provide, install, and maintain proper temporary supports, shoring, and bracing to prevent any damage to the work due to all causes.
5. **LIABILITY INSURANCE:** In addition to the insurance required by the General Conditions, the Contractor shall submit proof to the Owner that the Contractor's insurance carrier is fully aware of the type of asbestos abatement work involved.
6. **BUILDER'S RISK INSURANCE:** The Contractor shall procure and maintain, during the life of this Contract, Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent completed value basis on the insurable portion of the project. The Owner's insurance will not provide coverage for Contractor's or Subcontractor's tools and equipment. The Owner's insurance will not provide coverage for building materials before they form an integral part of the building structure.
7. **TRESPASSERS:** The Contractor is to keep trespassers away from the work area. No one is to be allowed within the limits of the work area, unless written permission is given by the Owner or the Engineer. The Contractor shall enforce this portion of the contract as long as he is in charge of the building.
8. **CONDITION OF STRUCTURES:** The Owner assumes no responsibility for the actual condition of the ceiling and wall materials to be removed in the area of operations. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable.
9. **DAMAGES:** Promptly repair damages caused to floors, walls and to adjacent facilities by removal operations at no cost to the Owner.
10. **UTILITIES:** The Contractor shall make all arrangements for all water, electricity, and other utilities necessary in the area of operations. The Contractor shall provide his own connection and hook-ups for temporary lighting and power in the area of operation. The contractor shall provide his own power for shot blasting at no additional cost to the owner.
11. **MAINTENANCE OF SERVICES:** Plumbing and fire protection services shall be maintained at the existing buildings throughout removal operations. Any outage required shall be arranged by the

Contractor and shall be approved by the Owner. All work shall be coordinated with the general construction schedule and planning.

12. PROTECTION OF NON-WORK AREAS: In performing the work specified, the Contractor shall take precautions to prevent building areas other than the work area from becoming contaminated with asbestos-containing dust or debris. Should areas outside the work area become contaminated with asbestos containing dust or debris as a consequence of the work, the Contractor shall be responsible for cleaning those areas. Non-work areas with fiber counts above 0.01f/cc shall be considered as contaminated. The Contractor shall perform a daily wet cleaning of any area outside the sealed work area which, notwithstanding the specifications contained herein, becomes contaminated with airborne or tracked-in dust or other debris as a consequence of work performed.
13. FURNITURE: The owner will move most of non-fixed furniture, equipment and other movable objects from the work area prior to commencement of work under this contract. The Contractor will be required to cover and protect all remaining furniture and items.
14. STORAGE AREA: Upon proper agreement with the Owner, the Contractor will be assigned a storage area for the storage of tools, equipment, and materials. The Contractor shall confine his storage to the assigned area.
15. MISCELLANEOUS CONSTRUCTION AIDS: The Contractor shall provide, erect, maintain and remove when directed, all scaffolding, staging, platforms, temporary runways, temporary flooring, guards, railings, barricades, lanterns, stairs, etc., as required by local, state and federal codes, or laws, for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations as applicable to the project.
16. PROTECTION OF PERSONS AND PROPERTY: The Contractor shall abide by all safety procedures warranted by the hazardous nature of the asbestos- containing materials. Emergency measures shall, at the Contractor's discretion, take precedence over asbestos-related safety precautions. Should emergency evacuation of injured personnel or other extenuating circumstances preclude proper decontamination of the affected individuals, the attending medical personnel (ambulance crew, emergency room staff, etc.) shall be notified immediately of the contaminated nature of the injured persons.
17. ROYALTIES AND PATENTS: 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 shall save the Owner and Engineer harmless from loss on account thereof. The Contractor shall indemnify the Owner and Engineer against all claims submitted in the present or in the future. The conditions of this article apply in addition to the conditions stated in section 00700, Article 13.
18. AUTHORITY OF THE ENGINEER: The Engineer shall be the sole judge of the intent and meaning of the Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive, and binding on all parties. The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract. The Contractor shall proceed without delay to perform the work as directed, instructed determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions.

DOCUMENT 13280
ASBESTOS REMEDIATION

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. General Conditions, Supplementary Conditions and applicable parts of Division 1 form a part of this specification and the Contractor shall consult them in detail for instructions.
- B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.02 DESCRIPTION OF WORK

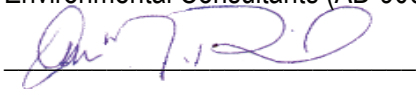
- A. The work includes the complete removal and disposal of all Asbestos Containing Materials (ACM) as indicated in Appendix A.

1.03 POTENTIAL ASBESTOS HAZARD & DEBRIS

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

1.04 DEFINITIONS

- A. Abatement: Procedures to control fiber release. Includes encapsulation, enclosure, and removal.
- B. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- C. Area Monitoring: Sampling of asbestos fiber concentrations within the asbestos control area and outside the asbestos control area, which is representative of the airborne concentrations of asbestos fibers, which may reach the breathing zone.
- D. Asbestos: The name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure are incombustible and are separable into fibers. Asbestos includes Chrysotile, Crocidolite, Amosite, Anthophyllite, and Actinolite.
- E. ACM: Any material containing more than 1% or greater by weight of asbestos of any type or mixture of types. State laws may vary in their definition of asbestos containing material.

- F. Critical Barrier: A solid, asbestos impermeable partition erected so as to constitute a work area closure; the outer perimeter of an asbestos work area, usually erected across corridors or other open spaces to complete containment.
- G. Designer: Commonwealth of Massachusetts licensed Designer Ammar Dieb, Universal Environmental Consultants (AD-900326), expiring 2/2015

- H. Enclosure: All herein specified procedures necessary to complete enclosure of all ACM behind airtight, impermeable, permanent barriers.
- I. Friable Asbestos Material: Material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- J. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- K. Project Monitor: A Project Monitor certified in the Commonwealth of Massachusetts to perform air monitoring.
- L. Removal: All herein specified procedures necessary to strip all ACM from the designated areas and to dispose of these materials at an acceptable site.
- M. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- N. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- O. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.
- P. Work Area: Any area indicated on the Drawings as asbestos abatement areas or as areas containing friable asbestos material.

1.05 CONTRACTOR'S USE OF THE EXISTING BUILDING

- A. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials, unless authorized in writing by the Owner.
- B. Smoking or open fires will not be permitted within the building enclosure or on the premises.

1.06 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Provide a full time Supervisor with all appropriate state licenses, who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by 29 CFR 1926 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos. This person shall have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two years on the job training and meet all additional requirements set forth in 29 CFR 1926 for a Competent Person.
- B. The Site Supervisor must be certified by the State of Massachusetts.

1.07 SPECIAL REPORTS

- A. Except as otherwise submit special reports directly to the Project Monitor within one day of occurrence requiring special report, with copies to all others affected by the occurrence.
- B. When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into work areas), prepare and submit a special report listing date and time of event, chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise the Project Monitor in advance at earliest possible date.

1.08 SUBMITTALS

- A. No work shall commence until the Contractor submit an emailed completed submittals not less 10-working days prior to commencement of the work. The submittals shall include the following:
 - 1. Submit all licenses and certification required.
 - 2. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the EPA.
 - 3. Submit all required items previously listed.
 - 4. Secure necessary permits in conjunction with asbestos removal, hauling, and disposition and provide timely notification as may be required by federal, state, regional, and local authorities. Notify the Department of Environmental Protection (DEP) and the Massachusetts Department of Labor and Standards (DLS) and provide copies of the notification.
 - 5. Notify the local fire, police and Health Departments, in writing, of proposed asbestos abatement work. Advise the fire department of the nature of the asbestos abatement work, and the necessity that all firefighting personnel who may enter the work site in the case of fire wear self-contained breathing apparatus. Provide one copy of the notices.
 - 6. Submit proof that all required permits, site location, and arrangements for transport and disposal of asbestos containing or contaminated materials, supplies, and the like have been obtained.
 - 7. The Contractor shall submit a plan for managing the waste including all collection, storage, disposal and decontamination practices/waste disposal.

8. Submit medical examinations for all employees in accordance with 29CFR 1926.1101 (m). All employees hired by the Asbestos Contractor after start of work shall have medical examinations in accordance with this paragraph before being put to work.
9. Provide MSDS for all used products on this Project.

1.09 PERMIT AND COMPLINCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. The Contractor must maintain current certificates of training, licenses or registrations pursuant to OSHA, MADEP and EPA regulations for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos waste.

1.10 SAFETY COMPLIANCE

- A. Comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials.
- B. Comply with the applicable requirements of the current issue of 29CFR 1926.1101 and 40CFR 61, Subparts A and B. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work.

1.11 PERSONNEL PROTECTION

- A. Prior to commencement of work, workers shall be instructed in and shall be knowledgeable of the hazards of asbestos exposure; use and fitting of respirators; use of showers; entry and exit from work areas, and all aspects of work procedures and protective measures.
- B. All abatement workers shall receive training and shall be accredited as required by 40 CFR 763.90(g). Training and accreditation shall be in accordance with 40 CFR 763, Appendix C to Subpart E. Training shall also be provided to meet the requirements of OSHA Regulations contained in 29 CFR 1926.
- C. Maintain complete and accurate records of employee's medical examinations, during employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of OSHA, the Director of The National Institute for Occupation Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.
- D. Provide personnel exposed to concentrations of asbestos fibers with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Contractor shall require and monitor the use of complete protective clothing. A competent person designated by the Asbestos Contractor in accordance with 29CFR 1926.1101 shall periodically examine protective clothing worn by employees in the work area for rips or tears. When rips or tears are detected, they shall be immediately mended or replaced.
- E. Provide goggles to personnel engaged in asbestos operations when the use of a full-face respirator is not required.

- F. Provide all persons with personally issued and marked respiratory equipment approved by NIOSH and OSHA. The appropriate respiratory protection shall be selected according to the most recent Massachusetts regulations.
- G. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. All personal wearing negative pressure respirators shall have respirator fit tests within the last six months and signed statements shall be available.

1.12 REFERENCE STANDARDS

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

1.13 REPORTING

- A. Maintain on site a daily log documenting the dates and time of the following items, as well as other significant events:
 - 1. Minutes of meetings: purpose, attendees, and brief discussion
 - 2. Visitations: authorized and unauthorized
 - 3. Personnel: by name, entering and leaving the work area
 - 4. Special or unusual events
 - 5. Personnel air monitoring tests and results
- B. Documentation with confirmation signature of the Project Monitor of the following:
 - 1. Inspection of work area preparation prior to start of removal and daily thereafter.
 - 2. Removal of any polyethylene barriers.
 - 3. Removal of waste materials from work area and transport and disposal at approved site.
 - 4. Decontamination of equipment.
 - 5. Waste Shipment Records. No final payment will be approved until all above documents have been submitted.
- C. Provide two bound copies of this log to the Project Monitor with the application for final payment.

1.14 AIR MONITORING

- A. Throughout the entire removal and cleaning operations, air monitoring may be conducted to ensure that the Contractor is complying with the EPA and OSHA regulations and any applicable state and local government regulations. The Owner will provide an Project Monitor (Universal Environmental Consultants) to take air samples at the job site at no cost to the Asbestos Contractor.
- B. The purpose of the Project Monitor's air monitoring will be to detect faults in the work area isolation such as:
 - 1. Contamination of the building outside of the work area with airborne asbestos fibers,
 - 2. Failure of filtration or rupture in the negative pressure system,
 - 3. Contamination of the exterior of the building with airborne asbestos fibers.
 - 4. Should any of the above occur the Asbestos Contractor should immediately cease asbestos abatement activities until the fault is corrected! Work shall not recommence until authorized by the Project Monitor.
- C. The Asbestos Contractor shall be responsible for providing his/her own personnel monitoring within the work area as required to meeting CFR 1926.1101.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plastic Sheet: 6 mil minimum thickness, unless otherwise specified, in sizes to minimize the frequency of joints.
- B. Tape: Capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Provide tape, which minimizes damage to surface finishes. The Contractor shall repair any damage caused.
- C. Cleaning Materials: Use materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. Fire Stop Foam: Use combination fire stop foam and fire stop sealant equivalent to Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant at all wall openings found above the ceiling system. Material shall be applied in accordance with manufacturer's recommendations.
- E. Encapsulant (Wetting Agent): 50% polyoxyethylene ether and 50% polyoxyethylene ester, or equivalent, and mixed with water to provide a concentration of one ounce surfactant to 5 gallons of water.
- F. Impermeable Containers: Suitable to receive and retain any asbestos containing or contaminated materials until disposal at an approved site. Containers must be both air and watertight.
- G. Provide metal or fiber drums with tightly fitting lids and double thickness 6 mil plastic bags capable of being sealed, and sized to fit within the drums.

2.02 EQUIPMENT

- A. Supply the required number of asbestos air filtration units to the site in accordance with these specifications.

2.03 DANGER SIGNS AND LABELS

- A. Display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.01 fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.
- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Project Monitor. Sign shall meet the requirements of 29CFR 1926.1101(k) (7). A sample of the signs to be used shall be submitted to the Project Monitor for approval prior to beginning work area preparation.
- C. Affix danger labels to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers.

2.04 PERSONNEL DECONTAMINATION UNIT

- A. Prior to any asbestos abatement work, including placement of plastic on walls that will contact or disturb asbestos containing surfaces, or removal of light fixtures or any items on asbestos containing surfaces, construct a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose.
- B. Build suitable framing or use existing rooms, with the Project Monitor written approval, connected with framed in tunnels if necessary; line with 6 mil plastic; seal with tape at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. Decontamination units and access tunnels constructed outside shall be constructed with tops made of 5/8" plywood, or approved equal. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases, access between any two rooms within the decontamination enclosure systems shall be through a curtained doorway.
- C. Provide a changing (clean) room for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Clean Room and the rest of the building. Locate so that access to work area from Clean Room is through Shower Room. Separate Clean Room from the building by a sheet polyethylene flapped doorway.
- D. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

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

2.05 EQUIPMENT DECONTAMINATION UNITS

- A. In areas with only one access, it may be impossible to utilize a separate Equipment Decontamination Unit. In this case, all equipment and waste materials will exit through the Personnel Decontamination Chambers.
- B. When two accesses to the work area are available, provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.
- C. Provide an enclosed shower unit located in work area just outside Wash Room as an equipment, bag and container cleaning station.
- D. Provide Wash Room for cleaning of bagged or containered asbestos containing waste materials passed from the work area. Construct Wash Room of 2 by 4 inch (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that packaged materials, after being wiped clean can be passed to the Holding Room. Separate this room from the work area by flaps of 6-mil polyethylene sheeting, or rigid self-closing doors.
- E. Provide Holding Room as a drop location for bagged ACM passed from the Wash Room. Construct Holding Room of 2 by 4 inch (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room.
- F. Provide Clean Room to isolate the Holding Room from the building exterior. Construct Clean Room of wood framing and polyethylene sheeting, at least 6-mil in thickness and locate to provide access to the Holding Room from the building exterior. Separate this room from the exterior by flaps of 6 mil polyethylene sheeting, or rigid self-closing doors.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

- A. Do not commence asbestos abatement work until:
 - 1. Arrangements have been made for disposal of waste at an acceptable site.
 - 2. Arrangements have been made for containing and disposal of wastewater resulting from wet stripping or filtering through a 5-micron filter.
- B. All materials resulting from abatement work, except as specified otherwise shall become the property of the Asbestos Contractor and shall be disposed of as specified herein.

3.02 INSPECTION AND PREPARATION

- A. Examine the areas and conditions under which asbestos will be abated and notify the Project Monitor in writing of conditions detrimental to the proper and timely completion of the work.
- B. Before any work commences, post danger signs in and around the Work Area to comply with 29CFR 1926.1101 (k) (7) as required by federal and state regulations, and as specified herein.

- C. All materials resulting from demolition work, except as specified otherwise shall become the property of the Contractor and shall be disposed of as specified herein.
- D. Pre-clean using HEPA vacuum and wet wipe all areas prior to setting up containment and remove all visible ACBM debris.
- E. Clean using HEPA vacuum and wet wipe all route areas from the work areas leading to the dumpster and or trucks.

3.03 WORK PROCEDURE

- A. Perform asbestos related work in accordance with 29CFR 1926.1101 and as specified herein. Use wet removal procedures. Personnel shall wear and utilize protective clothing and equipment as specified herein. Personnel of other trades not engaged in the removal and demolition of asbestos shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection provisions of this specification are complied with by the trade personnel. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described hereinafter.
- B. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in the Clean Change Room and put on a respirator and clean protective clothing before entering the equipment room or the work area. All workers shall remove gross contamination before leaving the work area. All clothing (coveralls, head covers, boots, etc.) shall be removed and properly disposed of before leaving equipment room. With the exception of bathing suites and respirators, the workers shall proceed to the Shower Room. Under the shower, respirators shall be removed and cleaned. Cleaned respirators shall be placed in suitable clean plastic bags and carried by employees to Clean Room. Soap, towels, etc., shall be furnished by the Asbestos Contractor. The Asbestos Contractor shall maintain proper sanitary conditions. The Asbestos Contractor's designated competent person shall insure that these practices are being adhered to.
- C. Following showering and drying off, each worker and authorized visitor shall dispose of towels as contaminated waste, and proceed directly to the Clean Change Room and dress in clean clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the Clean Change Room, each worker and authorized visitor shall put on the applicable respirator and shall dress in clean protective clothing. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste.
- D. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or double bag for use at next site.
- E. Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated materials and until final cleanup is completed. This includes the removal of any equipment in contact with ACM such as lights, HVAC grills, etc.

3.04 PREPARATION OF THE WORK AREA

- A. Seal off the work area by sealing large openings such as open doors with a critical barrier. The critical barrier shall constitute the outermost boundary of the asbestos abatement project work area. Plastic sheeting on open framing is not a suitable critical barrier.
- B. Prior to any asbestos abatement work, clean the proposed work areas using HEPA filtered vacuum equipment and wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters will not be permitted. Dispose of all cloths, which are used for cleaning as contaminated waste.
- C. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
- D. Shut down electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Provide 24 volt safety lighting and provide ground-fault interrupter circuits as power source for lights and electrical equipment.
- E. Seal off all openings, including but not limited to corridors, doorways, windows, skylights, ducts, grills, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting and sealed with tape.
- F. Prior to any abatement activities seal all floor and ceiling openings or penetrations that have not already been sealed. This includes penetrations through ceiling and floor slabs, both empty holes and holes accommodating items such as cables, pipes, ducts, conduit, etc.; and expansion joints in floors and wall and floor slab assemblies.
- G. Use combination fire stop foam and fire stop sealant equivalent to Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant at all walls opening found above the ceiling system. Material shall be applied in accordance with manufacturer's recommendations.
- H. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to the local fire officials. Coordinate work with local fire and police departments, and Project Monitor.
- I. Shut down and isolate heating, cooling, ventilating air systems in the contaminated areas to prevent contamination and fiber dispersal to other areas of the structure. During the work, seal vents within the work area with solid barriers, such as plywood and tape and plastic sheeting, or as indicated on the drawings.
- J. Before work is begun, clean all items, which can be removed without disrupting the asbestos material. Pre-clean movable furniture, [carpeting, clocks, speakers, books, and other objects] within the proposed areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate; remove such objects from work areas to a temporary location.
- K. Pre-clean non-removable furniture, book shelving, equipment, heat fans, fire alarms, pipes, ductwork, wires and conduits, lockers, skylights, speakers, and other fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and wet cleaning methods as appropriate prior to abatement activities, and enclose with minimum 6 mil plastic sheeting sealed with tape.

- L. The Asbestos Contractor should supply an asbestos certified plumber to be available should any questions or problems arise inside a containment.

3.05 MAINTENANCE OF ENCLOSURE SYSTEMS

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

3.06 CONTROL ACCESS

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

3.07 ISOLATION OF WORK AREA

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

3.08 COVERING OF WALL SURFACES

- A. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning prior to being moved or covered. All equipment, furniture, etc. in work area is to be deemed contaminated unless specifically declared as uncontaminated in writing by the Project Monitor. Clean all surfaces in work area with a HEPA filtered vacuum or by wet wiping prior to the installation of any sheet plastic.
- B. Cover all walls in work area with two (2) layers of polyethylene sheeting, at least 6- mil in thickness, mechanically supported and sealed with duct tape. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Project Monitor. There shall be no seams in the plastic sheet at wall to floor joints.

- C. If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this section and decontaminate it as specified herein.

3.09 NEGATIVE PRESSURE

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

3.10 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Thoroughly wet ACM to be removed prior to stripping to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal Encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal Encapsulant to penetrate material thoroughly. If a removal Encapsulant is used, apply in strict accordance with manufacturer's written instructions.
- B. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
- C. Remove saturated ACM in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit.
- D. For the removal of vinyl floor tile, linoleum, paper and mastic, the entire work area shall be under the following work rules:
 - 1. Work to be performed using the full containment method.
 - 2. Seal all critical barriers.
 - 3. Protect all wall surfaces where or appropriate applicable.
 - 4. Negative air units with HEPA filtration will be used in the area.
 - 5. Flooring materials shall be removed until all visible debris is removed.
 - 6. All floor surfaces shall be encapsulated.

7. Flooring materials shall be removed and disposed of as asbestos containing material. Removal shall be in accordance with DLS, DEP, and EPA regulations.

3.11 DECONTAMINATION OF WORK AREA

- A. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by operations. Remove visible accumulations of asbestos material and debris. Wet clean all surfaces within the work area.
- B. Remove the first layer of plastic sheets from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- C. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration and decontamination enclosure systems in service.
- D. Remove all debris from floor of work area. This includes all trash, scraps of lumber, pipes, etc. and all visible asbestos debris. The asbestos debris is primarily deteriorated pipe insulation that has fallen to the ground. Dispose of all debris removed as asbestos contaminated waste. HEPA vacuum the entire floor.
- E. Clean all surfaces in the work area and any other contaminated areas with water and with HEPA filtered vacuum equipment. After cleaning the work area, wait 24 hours to allow for settlement of dust, and again wet clean and clean with HEPA filtered vacuum equipment all surfaces in the work area. After completion of the second cleaning operation, perform a complete visual inspection of the work area to ensure that the work area is free of visible asbestos debris.
- F. Include sealed drums and all equipment used in the work area in the cleanup and remove from work areas, via the equipment decontamination enclosure system, at an appropriate time in the clean sequence.
- G. Conduct cleaning and disposal operations to comply with applicable ordinances and antipollution laws. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- H. Store volatile wastes in covered metal containers during work hours and remove from premises at end of workday. Prevent accumulation of wastes, which create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
- I. If the Project Monitor, within 24 hours after the second cleaning, finds visible accumulations of asbestos debris in the work area, repeat the wet cleaning until the work area is in compliance, at no additional expense to the Owner.
- J. Remove the first layer of plastic sheet from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- K. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration and decontamination enclosure systems in service.

- L. Following the final visual inspection by the Project Monitor, after the removal of asbestos-containing materials and decontamination of work areas, and while space enclosures systems remain in place, seal all surfaces from which asbestos-containing material have been removed to assure immobilization of any remaining fibers. Use a colored sealant so that complete coverage may be ensured by a visible inspection by the Project Monitor to verify that asbestos-containing material has been adequately removed. Apply sealer in accordance with manufacturer's recommendations using airless spray equipment.
- M. Clearance air samples will be taken by the Project Monitor using aggressive air sampling.

3.12 WORK AREA CLEARANCE

- A. The work is complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below. When this has occurred, the Asbestos Contractor will notify the Project Monitor that the area is ready for clearance.
- B. The number and volume of air samples taken and analytical methods used by the Project Monitor may vary depending upon the analytical instruments used.
- C. Transmission Electron Microscopy (TEM) will be used for clearance air sampling.
- D. The Owner will pay for the initial testing required for clearance. Should the initial testing fail, the Contractor will reimburse the Owner for the cost of all additional testing based on \$90.00 per hour for project monitor, \$30.00 per each PCM and \$150.00 per TEM sample.

3.13 DISPOSAL OF ACM AND ASBESTOS CONTAMINATED WASTE

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

3.14 DISPOSAL OF NON-CONTAMINATED WASTE

- A. Remove from the site all non-contaminated debris and rubbish resulting from demolition operations. Transport materials removed from demolished areas and dispose of off site in a legal manner.
- B. During progress of work, clean site and public properties, and dispose of waste materials, debris, and rubbish. Provide on-site containers for collection of waste materials, debris, and rubbish. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

3.15 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

- A. After asbestos abatement work and decontamination is complete, relocate objects moved to temporary locations in the course of the work to their former positions. Re-secure mounted objects removed in the course of the work in their former positions and assure that they are in working order.

3.16 FINAL CLEAN UP

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

END OF SECTION

APPENDIX A CHART OF ACM

Location	Material	Approximate Quantity
First Floor	Vinyl Floor Tiles and Mastic	2,700 SF
	Carpet	2,700 SF
Various Locations	Hidden Pipe and Hard Joint Insulation	100 LF
	Walls and Ceilings Demolition to Access ACM	1,500 SF
Exterior	Windows	40 Total

Specific Notes:

1. All quantities are approximate. It's the Asbestos Contractor's responsibility to inspect the site and confirm condition and quantities prior to the submission of his/her bid package.
2. Remove and dispose as ACM of all types of flooring materials, including but not limited to carpets, wood platforms, vinyl floor tiles, resilient baseboard, transition strips, leveling compound and mastic under all above items. Removal must be done which leave substrate smooth (in similar condition to that which existed prior to Mastic application). Use of Chemicals will be permitted.
3. Remove and dispose as ACM of pipe and hard joint insulation that might be found in hidden locations. Remove and dispose of all related debris at no additional cost.
4. Perform selective demolition in walls and ceilings to access ACM.
5. Remove and properly dispose of all windows, including but not limited to screens, windows, panels, glass, frames, sash, casings, sills, fasteners, anchors, sealant, flashing and other related items. Remove and properly dispose of all caulking/debris found on the ground on the exterior of the building. Caulking was found to contain asbestos and assumed to contain >1ppm of PCB's.
6. Window removal will be performed at a later time to be coordinated with the general contractor at no additional cost to the owner.