

ASBESTOS ABATEMENT and REPLACEMENT CONTRACT AND SPECIFICATIONS

FOR
**The Town of Wilmington
Building Department
Wilmington, Massachusetts**

AT THE

**WOBURN STREET SCHOOL
227 WOBURN STREET
WILMINGTON, MASSACHUSETTS**

JOB NUMBER: 221 127.00

Specification Writer:
Ammar M. Dieb
Massachusetts Asbestos Designer License
(AD-900326)



Universal Environmental Consultants
12 Brewster Road
Framingham, MA

March 22, 2021

DOCUMENT 00020
INVITATION FOR BIDS

Awarding Authority: The Town of Wilmington, Wilmington, Massachusetts

INVITATION TO BID: Asbestos Abatement and Replacement

LOCATION: Woburn Street School, 227 Woburn Street, Wilmington, MA

Sealed bids for furnishing the following item will be received at the Office of the Town of Wilmington, Office of the Town Manager, Mr. Jeffery M. Hull, 121 Glen Road, Wilmington, Massachusetts 01887 until Thursday, April 15, 2021 @ 10:00AM at which time the bids will be publicly opened and read.

Sealed bid in envelope should be plainly marked: **"Bid for Asbestos Abatement and Replacement at the Woburn Street School, Wilmington, MA"**

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

Detailed specifications are available at the Town of Wilmington website (<http://www.wilmingtonma.gov/purchasing-department>), after March 31, 2021. **Questions will be accepted until April 9, 2021 at 1:00 PM and shall be emailed to adieb@uec-env.com.**

Filed Sub-Bids: Not Required.

General Bids will be opened on Thursday, April 15, 2021 at 10:00AM at the same location listed above. Each Bid must be accompanied by a bid security consisting of a BID BOND or a CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

A strongly advised non-mandatory Pre-bid site visit will be Wednesday, April 7, 2021. **Starting at 9:00AM, the contractors shall meet at 30 Church Street, Wilmington to sign-in.** Pre-bid will then commence at the Woburn Street School, 227 Woburn Street, Wilmington, MA at 9:30AM.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. c.149, § 44A through 44H, as amended.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Attention is further directed to the requirements of G.L. c.149, §44D requiring submission of a Division of Capital Asset Management approved Certificate of Eligibility and Update Statement with all bids.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The project is subject to approval by the Town Meeting on or after May 1, 2021.

The Town of Wilmington
By Its Town Manager.

Non-responsive and/or unbalanced Bids may be rejected.

DOCUMENT 00100
INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids:

The Town of Wilmington, Massachusetts, herein called the Owner or Awarding Authority, acting by and through its Town Manager, Mr. Jeffery M. Hull, will receive sealed Bids for the project known as

Asbestos Abatement and Replacement
Woburn Street School, 227 Woburn Street, Wilmington, MA

This Project is subject to the public bidding statutes, G.L. c. 149, §§44A-44H. General bids addressed:

To the Office of the Town of Wilmington, Office of the Town Manager, Mr. Jeffery M. Hull, 121 Glen Road, Wilmington, Massachusetts 01887 until Thursday, April 15, 2021 @ 10:00AM at which time the bids will be publicly opened and read.

Bids: Not Required.

1. Every such bid shall be accompanied by a bid deposit in the amount of 5% of the Bid.
2. Every bidder duly filing a bid with the Awarding Authority shall be bound thereby to every general bidder not excluded therein from the use thereof; and any variance from such bid communicated to a general bidder shall be of no effect.
3. Every bid shall be publicly opened and read by the Awarding Authority at the time and place specified in the advertised Invitation to Bid.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

The general bidder must submit a valid certificate of eligibility in "Ceiling Tiles Category" issued by the Division of Capital Asset Management including an update statement, (MGLC 149; S44D; 810 CMR 4.00).

The general bidder must also 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.

2. Location and Work to be Done:

The Work consists of:
Asbestos Abatement and Replacement
Woburn Street School, 227 Woburn Street, Wilmington, MA

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure:

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be emailed three (3) days prior to bid opening to all prospective bidders.

The total dollar amount of each bid will be read. All those present at the bid opening may examine all bids after the bid opening.

5. Modification:

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder:

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

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work:

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the engineer and to be given consideration must be received by no later than April 9, 2021 by 1:00PM. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed to all prospective bidders (at the respective email furnished for such purposes), not later than two working days prior to the date fixed for the opening of bids. It shall be the obligation of the bidder to ensure that he is aware of all addenda that have been issued prior to the date for bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

9. Security for Faithful Performance:

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract as specified in Section 00700, GENERAL CONDITIONS included herein. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney:

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full. Attention is directed to Section 00850 and to other applicable sections of the Contract Documents.

12. Liquidated Damages for Failure to Enter into Contract:

Bidder must agree to commence "work" on or before the date stipulated in the Notice-to-Proceed of the Owner for each phase. Bidder must agree also to pay as liquidated damages to cover various expenses (such as re-locating) and loss that the owner might incur, in the sum of

\$ 1,000.00 per day/per phase

For each calendar day that the Contractor does not complete the work required by the phasing of "WORK" stipulated in the Notice(s)-to-Proceed or in the Bid Form for each phase. Liquidated damages will still apply due to changing of the phasing schedule. Such moneys shall be paid as liquidated damages, not as a penalty, to partially cover losses and expenses to the Owner.

13. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed:

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

If it is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security:

Each bid and bid must be accompanied by bid security in the form of a certified check, a bid bond, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter. Bid security of bidders, except that of the bidders named in the general bids of the three lowest responsible and eligible general bidders and those of the three lowest responsible and eligible bidders for each sub-trade, shall be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded. After the opening of general bids, the bid security of the bidders not returned as aforesaid, shall be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the execution of the General Contract.

16. Right to Reject Bid:

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion:

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300.

18. Comparison of Bids:

Bids will be compared on the basis of prices set forth in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract:

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 149, Section 44A(2), as amended. Such a bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding:

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A through 44H, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates:

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

State schedules of Prevailing wage rates are included in the Supplemental General Conditions section of the Contract Documents.

22. Contractor Records:

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE:

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions and in such form as shall protect him performing work covered by this Contract, and the Town of Wilmington and its employees,

agents, and officials, from all claims a liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents, and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

24. PROJECT MANAGER:

In addition to a project Architect/Engineer, the Owner may utilize the services of a project manager, whose duties shall be as set forth in the Agreement for Project Manager Services.

25. Certificate of Eligibility and Update Statement:

In accordance with G.L. c.149, §44D, every bid and bid must be accompanied by a copy of a certificate of eligibility issued by the Division of Capital Asset Management showing that the bidder or bidder has the classification and capacity rating to perform the work required. An appropriate update statement must also be provided with each bid. Any bid or bid submitted without an appropriate certificate of eligibility or update statement shall be invalid.

26. DEDUCTION FOR UNTIMELY COMPLETION:

The Contractor will be held responsible for additional monitoring and management costs if the project exceeds the original agreed-upon completion date and/or if additional work shifts are added in order to meet the project completion dates. These will be assessed by the Owner against the Contractor and will be deducted from the contract amount owed to the Contractor to compensate the Asbestos Project Monitor for these additional required services at a rate equal to \$90.00 per hour on site and \$30.00 per PCM air sample and \$200.00 per TEM air sample.

27. PREBID SITE VISIT: A pre-bid conference and site visit will be held at the time and place indicated in the Advertisement for Bids. This conference is not mandatory for all parties submitting a bid for this contract. However, it is the Bidder's responsibility to inspect the site and confirm all quantities and conditions during the scheduled pre-bid site visit. Destructive and disruptive inspection will not be permitted.

28. ERROR OR MISTAKE: If, after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial clerical or mathematical mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Such notice shall set forth in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will be permitted for mistakes made in filling out the bid but will not be permitted for mistakes made from errors in judgment or carelessness in inspecting the site of the work or in reading the drawings and specifications.

29. CORI/ SORI REQUIREMENTS: In accordance with G.L. c. 71, § 38R, the City may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board of any employee of the Contractor "who may have direct and unmonitored contact with children" during the performance of their work on school property. Pursuant to G.L. c. 6, §§ 178C-178P, the Contractor authorizes the City to use local and national sexual offender registry information (SORI) to determine if any of Contractor's employees pose an unreasonable risk to children within the Wilmington Public Schools.

**DOCUMENT 00300
PHASING OF WORK**

The work referred to herein is located at the:

Woburn Street School
Wilmington, Massachusetts

Time for Completion:

The contractor shall commence and complete the work as follows:

Phase I:

Abatement: Start on Monday, July 5, 2021 and must be completed by Friday, July 9, 2021.

Replacement: Start on Tuesday, July 13, 2021 and must be completed by Friday, July 16, 2021.

Phase II:

Abatement: Start on Monday, July 12, 2021 and must be completed by Wednesday, July 21, 2021.

Replacement: Start on Friday, July 23, 2021 and must be completed by Friday, July 30, 2021.

Phase III:

Abatement: Start on Monday, July 19, 2021 and must be completed by Thursday, July 29, 2021.

Replacement: Start on Monday, August 1, 2021 and must be completed by Wednesday, August 11, 2021.

Final punch list related work MUST be completed by Friday, August 13, 2021.

HOURS OF WORK:

The contractor shall perform the work in one (8-hour shifts) per day from 6:30AM-3:30PM 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 for each phase. Bidder must also agree to pay as liquidated damages to cover various expenses (such as re-locating) and loss that the owner might incur, the sum of

\$ 1,000.00 per day/per phase

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 GENERAL BID**

To the Awarding Authority:

The undersigned proposes to furnish all labor, materials, and equipment required for asbestos abatement in accordance with the accompanying specification documents for the contract prices specified below according to the terms of the specifications located at the Woburn Street School, Wilmington, MA. Refer to Document 00300 for phasing schedule and to Appendix A for scope of work.

Bid of : _____ (hereinafter called "Bidder"):
Name of Bidder

- a corporation, organized and existing under the laws of the state of _____.
- a partnership.
- a joint venture.
- an individual doing business as _____.

To the Town of Wilmington, Massachusetts (hereinafter called "Owner").

Gentlemen:

A: The undersigned Bidder, in compliance with your invitation for bids for the project known as Asbestos abatement at Replacement at the Woburn Street School, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to substantially complete the project within (Refer to Document 00300). The Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 Dollars for each consecutive calendar day thereafter that the work is not complete as provided in Section 00300.

B: Bidder acknowledges receipt of, and this bid includes the following addenda:

- No. _____ Dated: _____.
- No. _____ Dated: _____.
- No. _____ Dated: _____.
- No. _____ Dated: _____.
- No. _____ Dated: _____.

C: The Bidder agrees to perform the work described in the specifications and shown on the plans for the following contract price: \$_____.

For alternate No. _____ Add \$_____ ; Subtract \$_____

For alternate No. _____ Add \$_____ ; Subtract \$_____

The Bidder shall provide unit prices for the removal of following. Unit prices are inclusive of all costs to be used as add and deduct minus 15%:

Ceiling Tile Removal (Each): \$ _____,
Ceiling Tile Replacement (Each): \$ _____,
Hard Joint Insulation Removal (Each): \$ _____,
Pipe Insulation Removal (per Linear Foot): \$ _____,
Hard Joint Insulation Re-insulation (Each): \$ _____,
Pipe Insulation Re-insulation (per Linear Foot): \$ _____,
Fireproofing (per Square Foot): \$ _____,

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bonds are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS and any supplemental general conditions thereto.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name/Number
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a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Pursuant to M.G.L. C. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

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

Respectfully submitted:

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

(Date)

COMMONWEALTH OF MASSACHUSETTS

CERTIFICATE OF NON-COLLUSION

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 under the provisions of Section twenty-nine F of chapter twenty-nine, or any other applicable debarment provision of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certifies under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

* As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

CERTIFICATE OF COMPLIANCE
G.L.c.30 §39S
PUBLIC CONSTRUCTION MORE THAN \$10,000.00

I certify under the pains and penalties of perjury that:

1. The Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration and the time the employee begins works and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. That all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration.

Date: _____

(Print Name of Authorized Representative of Bidder)

By _____
(Signature of Authorized Representative of Bidder)

(Company Name)

**DOCUMENT 00400
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 Wilmington, 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 _____ 2021

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

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

Woburn Street School
Wilmington, 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
AGREEMENT
BETWEEN
OWNER AND CONTRACTOR
(MG.L. CH. 149 CONTRACT)**

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR for Asbestos Abatement and Replacement at the Woburn Street School (hereinafter the "Project") is made the _____ day of _____ 2021 by and between _____ a corporation (or partnership, etc) organized under the laws of the Commonwealth of Massachusetts, (or State of _____) with a usual place of business at _____, hereinafter called the **CONTRACTOR** and the Town of Wilmington, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, Mr. Jeffery M. Hull, hereinafter referred to as the **OWNER**.

WITNESSETH that the **CONTRACTOR** and the **OWNER** for the consideration hereinafter named agree as follows:

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.

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and, in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- | | |
|---------------|--|
| FIRST | THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR |
| SECOND | GENERAL CONDITIONS OF THE CONTRACT |
| THIRD | SUPPLEMENTAL CONDITIONS OF THE CONTRACT |
| SECOND | CONTRACTOR'S BID DATED _____ |
| THIRD | ADDENDA _____ ISSUED PRIOR TO THE EXECUTION OF THIS AGREEMENT, WITH THE LATER HAVING GREATER PRIORITY, AND ALL MODIFICATIONS EXECUTED SUBSEQUENT THERETO |
| FOURTH | DRAWINGS AND SPECIFICATIONS FOR THE PROJECT |
| FIFTH | PROJECT MANUAL AND BIDDING DOCUMENTS DATED _____ |
| SIXTH | COPIES OF ALL REQUIRED BONDS, CERTIFICATES OF INSURANCE AND LICENSES REQUIRED UNDER THE CONTRACT, EACH OF WHICH IS ATTACHED HERETO. |

These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the **OWNER**.

ARTICLE 2: SCOPE OF THE WORK

The CONTRACTOR shall furnish all materials, labor and equipment and perform all work shown on the contract documents prepared by the OWNER and the CONTRACTOR agrees to do everything required by the Agreement, Specifications, Plans and Conditions of the Contract.

ARTICLE 3: TIME OF COMPLETION

- 3.1 The work to be performed under this Contract shall be commenced within 10 calendar days after the OWNER issues a written Notice to Proceed to the CONTRACTOR and shall be substantially completed on or before Friday, August 13, 2021. Refer to Section 00300.
- 3.2 If the CONTRACTOR shall fail to complete each phase by the dates stipulated above it shall be liable to pay the OWNER the amount of (\$1,000.00) for each calendar day and per area that the Project is not complete per Phase. This amount is fixed and agreed upon because of the difficulty of ascertaining the OWNER's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate of the OWNER's damages as of the date of the Agreement. This amount may be withheld from amount otherwise due to CONTRACTOR pursuant to periodic or final applications for payment, in addition to retainage and other back charges.
- 3.3 The CONTRACTOR hereby agrees that if he fails to commence the work, carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the OWNER, the OWNER may give notice to the CONTRACTOR in writing to proceed with the work as per the schedule or to carry on the work with reasonable speed. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the OWNER, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of this Agreement the sum of _____ (\$ _____), including all reimbursable expenses.

ARTICLE 5: PAYMENT

In accordance with Mass. Gen. L. Ch. 30, Sec. 39K, the following paragraph is binding upon the OWNER AND CONTRACTOR:

Within fifteen days (forty-five days in the case of the Commonwealth, including local housing authorities) after receipt from the CONTRACTOR, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the CONTRACTOR for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the CONTRACTOR has title or to which a subcontractor has title and has authorized the CONTRACTOR to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the CONTRACTOR and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of Mass. Gen. L. Ch. 30, Sec. 39F, 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 percent of the original Contract price, or (b) the CONTRACTOR substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the CONTRACTOR the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the CONTRACTOR and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of Mass. Gen. L. Ch. 30, Sec. 39F, or based on the record of payments by the CONTRACTOR to the subcontractors under this Contract if such record of payment indicates that the CONTRACTOR has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the CONTRACTOR; provided that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the Commonwealth) after receipt of such a periodic estimate from the CONTRACTOR at the place designated by the awarding authority if such a place is so designated. The CONTRACTOR agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

ARTICLE 6: PAYMENT OF SUBCONTRACTORS

In accordance with Mass. Gen. L. Ch. 30, Sec. 39F, the following subparagraphs (a) through (i) are binding between the general CONTRACTOR and each subcontractor:

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

work, the subcontractor has not received from the general CONTRACTOR the balance due under the subcontract, including any amount due for extra labor and materials furnished to the general CONTRACTOR, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general CONTRACTOR at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general CONTRACTOR, the general CONTRACTOR may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general CONTRACTOR and of the amount due for each claim made by the general CONTRACTOR against the subcontractor.

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

sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general CONTRACTOR.

- (i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general CONTRACTOR does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general CONTRACTOR may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general CONTRACTOR. Thereafter the awarding authority shall proceed as provided in subparagraphs (e), (f), (g) and (h).

ARTICLE 7: ADJUSTMENT OF CONTRACT PRICE WHERE SITE CONDITIONS DIFFER SUBSTANTIALLY OR MATERIALLY FROM CONDITIONS INDICATED IN PLANS OR CONTRACT DOCUMENTS

As required by G.L. Ch. 30, Section 39N, the parties hereby agree:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

ARTICLE 8: AWARDING AUTHORITY MAY ORDER GENERAL CONTRACTOR TO SUSPEND, DELAY, ETC. WORK; ADJUSTMENT IN CONTRACT PRICE; SUBMISSION OF CLAIMS

Pursuant to G.L. c. 30, Section 39O:

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

due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

- (b) The general contractor must submit the amount of a claim under provisions (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to involved in the claim.
- (c) 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 9: REQUESTS FOR INTERPRETATIONS AND APPROVALS; SUBSTANTIAL DEVIATIONS FROM PLANS AND SPECIFICATIONS

- 9.1 As provided in Mass. G.L., Ch. 30, Sec. 39P, whenever the OWNER, awarding authority, engineer or architect is requested to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, he shall make that decision promptly and, in any event, no later than thirty days after the written submission for decision. However, if such decision requires extended investigation and study, the person making the decision shall, within thirty days after receipt of the submission, give the party making the decision written notice of the reasons why the decision can not be made within the thirty day period and the date by which the decision will be made.
- 9.2 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 Mass General Law, Ch. 30, Sec. 39I and Mass General Law, 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 of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or 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.
- 9.3 Mass. Gen. L., Ch. 44, Sec. 31C provides that no change order as provided for in (b) above which results in additional cost shall be deemed to have been given until the auditor or accountant or other officer of the CITY 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

- 14.2 Pursuant to Mass. Gen. L. Ch. 30, § 39M, an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.
- 14.3 Pursuant to Mass. Gen. L. Ch. 149, § 26, the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the Commonwealth, or by a county, City, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States; and preference in employment shall be given to veterans and citizens who are residents of the Town of Wilmington.
- 14.4 Pursuant to Mass. Gen. L. Ch. 149, § 34, no laborer, workman or mechanic, foreman or inspector employed under this contract shall be required or permitted to work more than eight hours in any one-day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.
- 14.5 If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants and the like), then the OWNER shall incorporate into this Contract the current applicable minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals, as determined by DCAM. Reductions or waivers of these goals may be permitted by the OWNER where the size, nature or location of the project makes achieving such levels of MBE or WBE participation unfeasible.
- 14.6 This Contract is subject to the Supplemental Equal Opportunity Anti-Discrimination and Affirmative Action Program (EEO/AA) provisions attached to the Project Manual.

ARTICLE 15: INSURANCE

- 15.1 The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the OWNER in connection with any operations included in this Contract, and shall have the OWNER as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 15.2 If the CONTRACTOR shall provide professional or design services to the OWNER, then the CONTRACTOR shall carry professional malpractice or an errors or omissions policy in the amount

of at least \$1,000,000 per claim and may have an aggregate deductible of not more than \$25,000.

- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 The CONTRACTOR shall indemnify, defend, and save harmless the OWNER and all of the OWNER's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the OWNER or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 16: PERFORMANCE AND PAYMENT BONDS

- 16.1 In accordance with Mass. Gen. L. Ch. 149, § 44E, prior to execution of a contract pursuant to this section, the CONTRACTOR shall furnish to the OWNER a payment bond and a performance bond of a surety company qualified to issue bonds in the Commonwealth and satisfactory to the OWNER each in the sum of the contract price. The performance bond shall remain in full force and effect for at least one year after the project's completion, and longer if required to cover guarantees and/or pending claims.
- 16.2 It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the OWNER to the CONTRACTOR, shall in no way void, release or affect the liability and surety on the bond given by the CONTRACTOR

ARTICLE 17: WAGE RATES

- 17.2 The CONTRACTOR shall comply with the requirements of Chapter 149 of the General Laws, Sections 26 to 27D inclusive and shall execute a STATEMENT OF COMPLIANCE on the form

contained in the Specifications. The hourly wage rates established by the Commissioner of Labor and Industries for this work are to be used and are contained in the specifications.

- 17.3 Section 26 - Payments by employers to health and welfare plans under collective bargaining shall be included for the purpose of establishing minimum wage rates as herein provided.
- 17.4 Section 27 - The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans as provided in the previous section, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, where such payments are included in said rates of wages, shall pay the amount of said payment directly to each employee engaged in said construction.
- 17.5 The CONTRACTOR and every subcontractor shall file weekly payroll records with the OWNER in the form described in Mass. Gen. L. Ch. 149, § 27B.
- 17.6 Pursuant to Mass. Gen. L. Ch. 149, § 34B, the CONTRACTOR shall pay any Reserve Police Officer employed by it the prevailing wage of regular Police Officers in the Town of Wilmington.

ARTICLE 18: TIME RECORDS

The CONTRACTOR shall cause to be maintained complete, accurate, and detailed records of all time devoted to the project by the CONTRACTOR and each consultant or subcontractor employed by the CONTRACTOR. The OWNER may at all reasonable times audit such records. The CONTRACTOR shall comply with Mass. Gen. Laws, Chapter 30 Section 39R, which requires the CONTRACTOR to:

- i) Maintain accurate and detailed accounts for a six-year period after the final payment [(b) (1)].
- ii) File regular statements of management concerning internal auditing controls [(c)].
- iii) File an annual audited financial statement [(d)].
- iv) submit a statement from an independent certified public accountant that such CPA has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statement in (b) above and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the CONTRACTOR'S financial statement [(c)(4)(1)-(2)].

ARTICLE 19: GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations, and orders.

ARTICLE 20: CONSENT TO VENUE

The CONTRACTOR agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the CONTRACTOR commencing or prosecuting any litigation against the City, with respect to or arising out of this Agreement, in any court or forum other than those specified in this

paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.

ARTICLE 21: CONFLICT OF INTEREST

By execution of this Agreement with the OWNER, the CONTRACTOR acknowledges that the OWNER is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the CONTRACTOR based on said statute.

ARTICLE 22: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.

ARTICLE 23: SUPERINTENDENCE BY CONTRACTOR

The CONTRACTOR shall superintend the work at all times during progress or have a competent foreman or superintendent, satisfactory to the OWNER, with authority to act for the CONTRACTOR, superintend the work at all times during progress.

ARTICLE 24: GUARANTEE OF WORK

24.1 Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.

24.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the OWNER is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the OWNER and at his own expense.

- i) Place in satisfactory condition in every particular all of such guaranteed work, correct all defect therein.
- (ii) Make good all damage to the site, or equipment or contents thereof, which in the opinion of the OWNER is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
- (iii) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 25: PROTECTION OF WORKS AND PROPERTY

The CONTRACTOR shall at all times safely guard the OWNER'S property from injury or loss in connection with this Contract. The CONTRACTOR shall at all times safely guard, and protect his own work, and that of adjacent property from damage. All passageways, lights and other facilities required for protection by State or Municipal laws and regulations and local conditions, must be provided and maintained.

ARTICLE 26: WEATHER PROTECTION

As required by Mass. Gen. L. Ch. 149, § 44F, the CONTRACTOR shall provide weather protection to the site, materials, and all of the OWNER'S property during the winter months pursuant to the standard specifications issued by the Department of Capital Planning and Operations of the Commonwealth of Massachusetts (DCPO).

ARTICLE 27: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the OWNER shall be the owner of all plans, specifications, electronic data, and computations created by the CONTRACTOR that relate to this Agreement. The CITY agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the OWNER'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 28: LAWS, PERMITS AND REGULATION

The CONTRACTOR shall obtain and pay for all licenses and permits and shall pay for all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or any other purpose.

ARTICLE 29: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the OWNER and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the OWNER and the CONTRACTOR. Neither the OWNER nor the CONTRACTOR shall assign, sublet, or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 30: CORI/SORI REQUIREMENTS

In accordance with G.L. c. 71, § 38R, the OWNER may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board of any employee of the CONTRACTOR "who may have direct and unmonitored contact with children" during the performance of their work on school property.

Pursuant to G.L. c. 6, §§ 178C-178P, the CONTRACTOR authorizes the OWNER to use local and national sexual offender registry information (SORI) to determine if any of CONTRACTOR's employees pose an unreasonable risk to children within the Wilmington Public Schools. The City shall provide the CORI and SORI Request Forms as needed.

ARTICLE 31: COMPLIANCE WITH TAX LAWS

Pursuant to G.L., c. 62C, §49A, the undersigned, acting on behalf of the CONTRACTOR, certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief, that the CONTRACTOR is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer (if applicable)

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

CONTRACTOR: _____ **OWNER: TOWN OF WILMINGTON**

BY*: _____ **BY:** _____

TITLE: _____ **TITLE:** _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

Approved as to form:

Town of Wilmington

Dated: _____

CERTIFICATE OF AUTHORITY
CORPORATE

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

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

5. _____ the _____
(insert name from line 2) (insert title from line 3)

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

6. ATTEST: _____ AFFIX CORPORATE
(Signature of Clerk or Secretary) * SEAL HERE

7. Name: _____
(Please print or type name in line 6) *

8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

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

**DOCUMENT 00600
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Wilmington, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__ (the "Construction Contract"), for the construction described as follows: _____

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status, and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

Principal

(Principal Secretary)

By _____

(Address-Zip Code)

Witness as to Principal

(SEAL)

(Address-Zip Code)

ATTEST:

Surety

By _____

(Attorney-in-Fact)

(Address-Zip Code)

Witness as to Surety

(SEAL)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Wilmington, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__ (the "Construction Contract"), for the construction described as follows: _____
_____.

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status, and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

Principal

(Principal Secretary)

By _____

(Address-Zip Code)

Witness as to Principal

(SEAL)

(Address-Zip Code)

ATTEST:

Surety

By _____

(Attorney-in-Fact)

(Address-Zip Code)

Witness as to Surety

(SEAL)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

**DOCUMENT 00650
NOTICE TO PROCEED**

To: _____

Date: _____

Project: Asbestos Abatement and Replacement

Location:

Woburn Street School
Wilmington, Massachusetts

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2021, 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 _____, 2021, 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 Wilmington, Wilmington, 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 City)
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 Section 00350. 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 Forms in Sections 00350 and 00375. 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 \$1,000.00 for each and every calendar day and per phase 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 City 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 City 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 Wilmington 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, an 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. Most recent American Institute of Architects (AIA) Application and Certificate of Payment.

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 demand 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 GLC 149 Section 44A or subparagraph (b) if the Project is a public works project awarded pursuant to GLC 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 City 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 way 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 Wilmington such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wilmington
Contract Number: 221 127.00 **City/Town:** WILMINGTON
Description of Work: Woburn Street School - Asbestos abatement and Ceiling Tiles replacement.
Job Location: 227 Woburn Street, Wilmington, 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 Department of Labor Standards, Division of Apprentice Standards (DLS/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. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency 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.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	02/01/2021	\$53.61	\$11.39	\$21.41	\$0.00	\$86.41
	08/01/2021	\$55.01	\$11.39	\$21.57	\$0.00	\$87.97
	02/01/2022	\$55.59	\$11.39	\$21.57	\$0.00	\$88.55

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.81	\$11.39	\$21.41	\$0.00	\$59.61
2	60	\$32.17	\$11.39	\$21.41	\$0.00	\$64.97
3	70	\$37.53	\$11.39	\$21.41	\$0.00	\$70.33
4	80	\$42.89	\$11.39	\$21.41	\$0.00	\$75.69
5	90	\$48.25	\$11.39	\$21.41	\$0.00	\$81.05

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.57	\$0.00	\$60.47
2	60	\$33.01	\$11.39	\$21.57	\$0.00	\$65.97
3	70	\$38.51	\$11.39	\$21.57	\$0.00	\$71.47
4	80	\$44.01	\$11.39	\$21.57	\$0.00	\$76.97
5	90	\$49.51	\$11.39	\$21.57	\$0.00	\$82.47

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$41.05	\$8.60	\$17.47	\$0.00	\$67.12
	06/01/2021	\$42.07	\$8.60	\$17.47	\$0.00	\$68.14
	12/01/2021	\$43.08	\$8.60	\$17.47	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	03/01/2021	\$43.54	\$9.40	\$18.95	\$0.00	\$71.89
CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2021	\$44.19	\$9.40	\$18.95	\$0.00	\$72.54
	03/01/2022	\$44.79	\$9.40	\$18.95	\$0.00	\$73.14
	09/01/2022	\$45.44	\$9.40	\$18.95	\$0.00	\$73.79
	03/01/2023	\$46.04	\$9.40	\$18.95	\$0.00	\$74.39

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.77	\$9.40	\$1.73	\$0.00	\$32.90
2	60	\$26.12	\$9.40	\$1.73	\$0.00	\$37.25
3	70	\$30.48	\$9.40	\$13.76	\$0.00	\$53.64
4	75	\$32.66	\$9.40	\$13.76	\$0.00	\$55.82
5	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
6	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
7	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81
8	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.10	\$9.40	\$1.73	\$0.00	\$33.23
2	60	\$26.51	\$9.40	\$1.73	\$0.00	\$37.64
3	70	\$30.93	\$9.40	\$13.76	\$0.00	\$54.09
4	75	\$33.14	\$9.40	\$13.76	\$0.00	\$56.30
5	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
6	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
7	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39
8	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$30.72/ 3&4 \$36.75/ 5&6 \$55.37/ 7&8 \$61.45

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2020	\$22.66	\$7.21	\$4.80	\$0.00	\$34.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$50.98	\$13.50	\$15.70	\$0.00	\$80.18
	06/01/2021	\$52.08	\$13.50	\$15.70	\$0.00	\$81.28
	12/01/2021	\$53.23	\$13.50	\$15.70	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.16	\$13.00	\$0.66	\$0.00	\$35.82
2	40	\$22.16	\$13.00	\$0.66	\$0.00	\$35.82
3	45	\$24.93	\$13.00	\$15.13	\$0.00	\$53.06
4	45	\$24.93	\$13.00	\$15.13	\$0.00	\$53.06
5	50	\$27.71	\$13.00	\$15.57	\$0.00	\$56.28
6	55	\$30.48	\$13.00	\$16.01	\$0.00	\$59.49
7	60	\$33.25	\$13.00	\$16.46	\$0.00	\$62.71
8	65	\$36.02	\$13.00	\$16.90	\$0.00	\$65.92
9	70	\$38.79	\$13.00	\$17.34	\$0.00	\$69.13
10	75	\$41.56	\$13.00	\$17.80	\$0.00	\$72.36

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.74	\$13.00	\$0.68	\$0.00	\$36.42
2	40	\$22.74	\$13.00	\$0.68	\$0.00	\$36.42
3	45	\$25.58	\$13.00	\$15.15	\$0.00	\$53.73
4	45	\$25.58	\$13.00	\$15.15	\$0.00	\$53.73
5	50	\$28.42	\$13.00	\$15.59	\$0.00	\$57.01
6	55	\$31.26	\$13.00	\$16.04	\$0.00	\$60.30
7	60	\$34.10	\$13.00	\$16.48	\$0.00	\$63.58
8	65	\$36.95	\$13.00	\$16.93	\$0.00	\$66.88
9	70	\$39.79	\$13.00	\$17.37	\$0.00	\$70.16
10	75	\$42.63	\$13.00	\$17.83	\$0.00	\$73.46

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.74	\$15.88	\$0.00	\$0.00	\$47.62
2	55	\$34.91	\$15.88	\$19.31	\$0.00	\$70.10
3	65	\$41.26	\$15.88	\$19.31	\$0.00	\$76.45
4	70	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
5	80	\$50.78	\$15.88	\$19.31	\$0.00	\$85.97

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2020	\$45.23	\$13.00	\$15.70	\$0.00	\$73.93
	05/01/2021	\$46.38	\$13.00	\$15.70	\$0.00	\$75.08
	11/01/2021	\$47.38	\$13.00	\$15.70	\$0.00	\$76.08
	05/01/2022	\$48.53	\$13.00	\$15.70	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2020	\$46.74	\$13.00	\$15.70	\$0.00	\$75.44
	05/01/2021	\$47.90	\$13.00	\$15.70	\$0.00	\$76.60
	11/01/2021	\$48.91	\$13.00	\$15.70	\$0.00	\$77.61
	05/01/2022	\$50.07	\$13.00	\$15.70	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2020	\$22.73	\$13.00	\$15.70	\$0.00	\$51.43
	05/01/2021	\$23.41	\$13.00	\$15.70	\$0.00	\$52.11
	11/01/2021	\$24.01	\$13.00	\$15.70	\$0.00	\$52.71
	05/01/2022	\$24.68	\$13.00	\$15.70	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2021	\$42.11	\$13.00	\$17.88	\$0.00	\$72.99
	09/01/2021	\$43.77	\$13.00	\$18.00	\$0.00	\$74.77
	03/01/2022	\$45.27	\$13.00	\$18.12	\$0.00	\$76.39
	09/01/2022	\$46.99	\$13.00	\$18.24	\$0.00	\$78.23
	03/01/2023	\$48.54	\$13.00	\$18.37	\$0.00	\$79.91
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$40.75	\$13.50	\$15.70	\$0.00	\$69.95
	06/01/2021	\$41.66	\$13.50	\$15.70	\$0.00	\$70.86
	12/01/2021	\$42.61	\$13.50	\$15.70	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2021	\$48.59	\$9.40	\$19.25	\$0.00	\$77.24
	09/01/2021	\$49.39	\$9.40	\$19.25	\$0.00	\$78.04
	03/01/2022	\$50.19	\$9.40	\$19.25	\$0.00	\$78.84

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.30	\$9.40	\$1.79	\$0.00	\$35.49
2	55	\$26.72	\$9.40	\$1.79	\$0.00	\$37.91
3	60	\$29.15	\$9.40	\$13.88	\$0.00	\$52.43
4	65	\$31.58	\$9.40	\$13.88	\$0.00	\$54.86
5	70	\$34.01	\$9.40	\$15.67	\$0.00	\$59.08
6	75	\$36.44	\$9.40	\$15.67	\$0.00	\$61.51
7	80	\$38.87	\$9.40	\$17.46	\$0.00	\$65.73
8	85	\$41.30	\$9.40	\$17.46	\$0.00	\$68.16

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.70	\$9.40	\$1.79	\$0.00	\$35.89
2	55	\$27.16	\$9.40	\$1.79	\$0.00	\$38.35
3	60	\$29.63	\$9.40	\$13.88	\$0.00	\$52.91
4	65	\$32.10	\$9.40	\$13.88	\$0.00	\$55.38
5	70	\$34.57	\$9.40	\$15.67	\$0.00	\$59.64
6	75	\$37.04	\$9.40	\$15.67	\$0.00	\$62.11
7	80	\$39.51	\$9.40	\$17.46	\$0.00	\$66.37
8	85	\$41.98	\$9.40	\$17.46	\$0.00	\$68.84

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$33.03/ 3&4 \$39.64/ 5&6 \$59.08/ 7&8 \$65.73

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.49	\$13.50	\$0.00	\$0.00	\$40.99
2	60	\$29.99	\$13.50	\$15.70	\$0.00	\$59.19
3	65	\$32.49	\$13.50	\$15.70	\$0.00	\$61.69
4	70	\$34.99	\$13.50	\$15.70	\$0.00	\$64.19
5	75	\$37.49	\$13.50	\$15.70	\$0.00	\$66.69
6	80	\$39.98	\$13.50	\$15.70	\$0.00	\$69.18
7	85	\$42.48	\$13.50	\$15.70	\$0.00	\$71.68
8	90	\$44.98	\$13.50	\$15.70	\$0.00	\$74.18

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.09	\$13.50	\$0.00	\$0.00	\$41.59
2	60	\$30.65	\$13.50	\$15.70	\$0.00	\$59.85
3	65	\$33.20	\$13.50	\$15.70	\$0.00	\$62.40
4	70	\$35.76	\$13.50	\$15.70	\$0.00	\$64.96
5	75	\$38.31	\$13.50	\$15.70	\$0.00	\$67.51
6	80	\$40.86	\$13.50	\$15.70	\$0.00	\$70.06
7	85	\$43.42	\$13.50	\$15.70	\$0.00	\$72.62
8	90	\$45.97	\$13.50	\$15.70	\$0.00	\$75.17

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2021	\$51.67	\$13.65	\$24.57	\$2.70	\$92.59
	08/01/2021	\$53.42	\$13.65	\$24.57	\$2.75	\$94.39
	02/01/2022	\$55.17	\$13.65	\$24.57	\$2.80	\$96.19

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2021	\$55.41	\$13.00	\$20.01	\$0.00	\$88.42
	09/01/2021	\$56.84	\$13.00	\$20.06	\$0.00	\$89.90
	03/01/2022	\$58.04	\$13.00	\$20.09	\$0.00	\$91.13
	09/01/2022	\$59.48	\$13.00	\$20.13	\$0.00	\$92.61
	03/01/2023	\$60.67	\$13.00	\$20.17	\$0.00	\$93.84

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2021	\$51.67	\$13.65	\$24.57	\$2.70	\$92.59
	08/01/2021	\$53.42	\$13.65	\$24.57	\$2.75	\$94.39
	02/01/2022	\$55.17	\$13.65	\$24.57	\$2.80	\$96.19

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45

For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2020	\$49.00	\$13.80	\$17.14	\$0.00	\$79.94
	09/01/2021	\$51.40	\$13.80	\$17.14	\$0.00	\$82.34
	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

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

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$13.80	\$12.42	\$0.00	\$50.72
2	60	\$29.40	\$13.80	\$13.36	\$0.00	\$56.56
3	70	\$34.30	\$13.80	\$14.31	\$0.00	\$62.41
4	80	\$39.20	\$13.80	\$15.25	\$0.00	\$68.25

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (LAWRENCE AREA)	09/16/2020	\$44.25	\$8.10	\$25.10	\$0.00	\$77.45
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Lawrence

Effective Date - 09/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.55	\$8.10	\$25.10	\$0.00	\$59.75
2	70	\$30.98	\$8.10	\$25.10	\$0.00	\$64.18
3	75	\$33.19	\$8.10	\$25.10	\$0.00	\$66.39
4	80	\$35.40	\$8.10	\$25.10	\$0.00	\$68.60
5	85	\$37.61	\$8.10	\$25.10	\$0.00	\$70.81
6	90	\$39.83	\$8.10	\$25.10	\$0.00	\$73.03

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.80	\$8.60	\$16.06	\$0.00	\$45.46
2	70	\$24.26	\$8.60	\$16.06	\$0.00	\$48.92
3	80	\$27.73	\$8.60	\$16.06	\$0.00	\$52.39
4	90	\$31.19	\$8.60	\$16.06	\$0.00	\$55.85

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.35	\$8.60	\$16.06	\$0.00	\$46.01
2	70	\$24.91	\$8.60	\$16.06	\$0.00	\$49.57
3	80	\$28.46	\$8.60	\$16.06	\$0.00	\$53.12
4	90	\$32.02	\$8.60	\$16.06	\$0.00	\$56.68

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.75	\$8.60	\$16.12	\$0.00	\$59.47
	06/01/2021	\$35.67	\$8.60	\$16.12	\$0.00	\$60.39
	12/01/2021	\$36.58	\$8.60	\$16.12	\$0.00	\$61.30
	06/01/2022	\$37.48	\$8.60	\$16.12	\$0.00	\$62.20
	12/01/2022	\$38.33	\$8.60	\$16.12	\$0.00	\$63.05
	06/01/2023	\$39.23	\$8.60	\$16.12	\$0.00	\$63.95
	12/01/2023	\$40.13	\$8.60	\$16.12	\$0.00	\$64.85

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2021	\$42.57	\$11.39	\$20.14	\$0.00	\$74.10
	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.29	\$11.39	\$20.14	\$0.00	\$52.82
2	60	\$25.54	\$11.39	\$20.14	\$0.00	\$57.07
3	70	\$29.80	\$11.39	\$20.14	\$0.00	\$61.33
4	80	\$34.06	\$11.39	\$20.14	\$0.00	\$65.59
5	90	\$38.31	\$11.39	\$20.14	\$0.00	\$69.84

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2021	\$55.77	\$11.39	\$22.08	\$0.00	\$89.24
	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$11.39	\$22.08	\$0.00	\$61.36
2	60	\$33.46	\$11.39	\$22.08	\$0.00	\$66.93
3	70	\$39.04	\$11.39	\$22.08	\$0.00	\$72.51
4	80	\$44.62	\$11.39	\$22.08	\$0.00	\$78.09
5	90	\$50.19	\$11.39	\$22.08	\$0.00	\$83.66

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/04/2021	\$39.72	\$9.40	\$20.45	\$0.00	\$69.57
	01/03/2022	\$40.97	\$9.40	\$20.45	\$0.00	\$70.82
	01/02/2023	\$42.22	\$9.40	\$20.45	\$0.00	\$72.07

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/04/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.85	\$9.40	\$5.58	\$0.00	\$36.83
2	65	\$25.82	\$9.40	\$16.90	\$0.00	\$52.12
3	75	\$29.79	\$9.40	\$17.92	\$0.00	\$57.11
4	85	\$33.76	\$9.40	\$18.93	\$0.00	\$62.09

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.53	\$9.40	\$5.58	\$0.00	\$37.51
2	65	\$26.63	\$9.40	\$16.90	\$0.00	\$52.93
3	75	\$30.73	\$9.40	\$17.92	\$0.00	\$58.05
4	85	\$34.82	\$9.40	\$18.93	\$0.00	\$63.15

Notes: Step 1&2 Appr. indentured after 1/1/2020 receive no pension, but do receive annuity. (Step 1 \$5.58, Step 2 \$6.50)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2020	\$23.20	\$13.50	\$15.70	\$0.00	\$52.40
	06/01/2021	\$23.75	\$13.50	\$15.70	\$0.00	\$52.95
	12/01/2021	\$24.33	\$13.50	\$15.70	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2020	\$27.97	\$13.50	\$15.70	\$0.00	\$57.17
	06/01/2021	\$28.61	\$13.50	\$15.70	\$0.00	\$57.81
	12/01/2021	\$29.29	\$13.50	\$15.70	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.51	\$8.25	\$0.00	\$0.00	\$28.76
2	55	\$22.56	\$8.25	\$6.16	\$0.00	\$36.97
3	60	\$24.61	\$8.25	\$6.72	\$0.00	\$39.58
4	65	\$26.66	\$8.25	\$7.28	\$0.00	\$42.19
5	70	\$28.71	\$8.25	\$19.39	\$0.00	\$56.35
6	75	\$30.77	\$8.25	\$19.95	\$0.00	\$58.97
7	80	\$32.82	\$8.25	\$20.51	\$0.00	\$61.58
8	90	\$36.92	\$8.25	\$21.63	\$0.00	\$66.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2021	\$39.62	\$8.25	\$22.75	\$0.00	\$70.62
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PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.25	\$0.00	\$0.00	\$28.06
2	55	\$21.79	\$8.25	\$6.16	\$0.00	\$36.20
3	60	\$23.77	\$8.25	\$6.72	\$0.00	\$38.74
4	65	\$25.75	\$8.25	\$7.28	\$0.00	\$41.28
5	70	\$27.73	\$8.25	\$19.39	\$0.00	\$55.37
6	75	\$29.72	\$8.25	\$19.95	\$0.00	\$57.92
7	80	\$31.70	\$8.25	\$20.51	\$0.00	\$60.46
8	90	\$35.66	\$8.25	\$21.63	\$0.00	\$65.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29

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

Apprentice to Journeyworker Ratio:**

PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2021	\$60.19	\$13.57	\$17.26	\$0.00	\$91.02
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Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.07	\$13.57	\$6.24	\$0.00	\$40.88
2	40	\$24.08	\$13.57	\$7.08	\$0.00	\$44.73
3	55	\$33.10	\$13.57	\$9.63	\$0.00	\$56.30
4	65	\$39.12	\$13.57	\$11.33	\$0.00	\$64.02
5	75	\$45.14	\$13.57	\$13.03	\$0.00	\$71.74

Notes:
 ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
 Step4 with lic\$67.89, Step5 with lic\$75.59

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.66	\$8.60	\$16.06	\$0.00	\$60.32
	06/01/2021	\$36.58	\$8.60	\$16.06	\$0.00	\$61.24
	12/01/2021	\$37.49	\$8.60	\$16.06	\$0.00	\$62.15
	06/01/2022	\$38.39	\$8.60	\$16.06	\$0.00	\$63.05
	12/01/2022	\$39.24	\$8.60	\$16.06	\$0.00	\$63.90
	06/01/2023	\$40.14	\$8.60	\$16.06	\$0.00	\$64.80
	12/01/2023	\$41.04	\$8.60	\$16.06	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - J.G. MacLellan (Lowell)</i>	01/01/2021	\$25.15	\$10.01	\$6.35	\$0.00	\$41.51
	05/01/2021	\$25.50	\$10.01	\$6.35	\$0.00	\$41.86
	01/01/2022	\$25.50	\$10.37	\$6.35	\$0.00	\$42.22
	05/01/2022	\$25.85	\$10.37	\$6.35	\$0.00	\$42.57
	01/01/2023	\$25.85	\$10.77	\$6.35	\$0.00	\$42.97
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2021	\$46.60	\$12.28	\$17.15	\$0.00	\$76.03
	08/01/2021	\$48.03	\$12.28	\$17.15	\$0.00	\$77.46
	02/01/2022	\$49.46	\$12.28	\$17.15	\$0.00	\$78.89

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$12.28	\$4.31	\$0.00	\$39.89
2	60	\$27.96	\$12.28	\$17.15	\$0.00	\$57.39
3	65	\$30.29	\$12.28	\$17.15	\$0.00	\$59.72
4	75	\$34.95	\$12.28	\$17.15	\$0.00	\$64.38
5	85	\$39.61	\$12.28	\$17.15	\$0.00	\$69.04

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.02	\$12.28	\$4.31	\$0.00	\$40.61
2	60	\$28.82	\$12.28	\$17.15	\$0.00	\$58.25
3	65	\$31.22	\$12.28	\$17.15	\$0.00	\$60.65
4	75	\$36.02	\$12.28	\$17.15	\$0.00	\$65.45
5	85	\$40.83	\$12.28	\$17.15	\$0.00	\$70.26

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.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2021	\$46.85	\$12.28	\$17.15	\$0.00	\$76.28
	08/01/2021	\$48.28	\$12.28	\$17.15	\$0.00	\$77.71
	02/01/2022	\$49.71	\$12.28	\$17.15	\$0.00	\$79.14

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2021	\$51.67	\$13.65	\$24.57	\$2.70	\$92.59
	08/01/2021	\$53.42	\$13.65	\$24.57	\$2.75	\$94.39
	02/01/2022	\$55.17	\$13.65	\$24.57	\$2.80	\$96.19

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$21.70	\$13.65	\$5.89	\$0.00	\$41.24
2	42	\$21.70	\$13.65	\$5.89	\$0.00	\$41.24
3	47	\$24.28	\$13.65	\$11.13	\$1.48	\$50.54
4	47	\$24.28	\$13.65	\$11.13	\$1.48	\$50.54
5	52	\$26.87	\$13.65	\$12.08	\$1.58	\$54.18
6	52	\$26.87	\$13.65	\$12.33	\$1.59	\$54.44
7	60	\$31.00	\$13.65	\$13.70	\$1.76	\$60.11
8	65	\$33.59	\$13.65	\$14.65	\$1.88	\$63.77
9	75	\$38.75	\$13.65	\$16.56	\$2.08	\$71.04
10	85	\$43.92	\$13.65	\$17.96	\$2.28	\$77.81

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.44	\$13.65	\$5.89	\$0.00	\$41.98
2	42	\$22.44	\$13.65	\$5.89	\$0.00	\$41.98
3	47	\$25.11	\$13.65	\$11.13	\$1.48	\$51.37
4	47	\$25.11	\$13.65	\$11.13	\$1.48	\$51.37
5	52	\$27.78	\$13.65	\$12.08	\$1.58	\$55.09
6	52	\$27.78	\$13.65	\$12.33	\$1.59	\$55.35
7	60	\$32.05	\$13.65	\$13.70	\$1.76	\$61.16
8	65	\$34.72	\$13.65	\$14.65	\$1.88	\$64.90
9	75	\$40.07	\$13.65	\$16.56	\$2.08	\$72.36
10	85	\$45.41	\$13.65	\$17.96	\$2.28	\$79.30

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2021	\$62.45	\$10.00	\$21.25	\$0.00	\$93.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.86	\$10.00	\$11.99	\$0.00	\$43.85
2	40	\$24.98	\$10.00	\$12.70	\$0.00	\$47.68
3	45	\$28.10	\$10.00	\$13.41	\$0.00	\$51.51
4	50	\$31.23	\$10.00	\$14.13	\$0.00	\$55.36
5	55	\$34.35	\$10.00	\$14.84	\$0.00	\$59.19
6	60	\$37.47	\$10.00	\$15.55	\$0.00	\$63.02
7	65	\$40.59	\$10.00	\$16.26	\$0.00	\$66.85
8	70	\$43.72	\$10.00	\$16.98	\$0.00	\$70.70
9	75	\$46.84	\$10.00	\$17.69	\$0.00	\$74.53
10	80	\$49.96	\$10.00	\$18.40	\$0.00	\$78.36

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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2021	\$42.11	\$13.00	\$17.88	\$0.00	\$72.99
	09/01/2021	\$43.77	\$13.00	\$18.00	\$0.00	\$74.77
	03/01/2022	\$45.27	\$13.00	\$18.12	\$0.00	\$76.39
	09/01/2022	\$46.99	\$13.00	\$18.24	\$0.00	\$78.23
	03/01/2023	\$48.54	\$13.00	\$18.37	\$0.00	\$79.91

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.95	\$13.00	\$0.57	\$0.00	\$32.52
2	45	\$18.95	\$13.00	\$0.57	\$0.00	\$32.52
3	50	\$21.06	\$13.00	\$14.47	\$0.00	\$48.53
4	50	\$21.06	\$13.00	\$14.47	\$0.00	\$48.53
5	55	\$23.16	\$13.00	\$14.80	\$0.00	\$50.96
6	60	\$25.27	\$13.00	\$15.14	\$0.00	\$53.41
7	65	\$27.37	\$13.00	\$15.47	\$0.00	\$55.84
8	70	\$29.48	\$13.00	\$15.80	\$0.00	\$58.28
9	75	\$31.58	\$13.00	\$16.15	\$0.00	\$60.73
10	80	\$33.69	\$13.00	\$16.48	\$0.00	\$63.17

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.70	\$13.00	\$0.59	\$0.00	\$33.29
2	45	\$19.70	\$13.00	\$0.59	\$0.00	\$33.29
3	50	\$21.89	\$13.00	\$14.57	\$0.00	\$49.46
4	50	\$21.89	\$13.00	\$14.57	\$0.00	\$49.46
5	55	\$24.07	\$13.00	\$14.91	\$0.00	\$51.98
6	60	\$26.26	\$13.00	\$15.26	\$0.00	\$54.52
7	65	\$28.45	\$13.00	\$15.59	\$0.00	\$57.04
8	70	\$30.64	\$13.00	\$15.94	\$0.00	\$59.58
9	75	\$32.83	\$13.00	\$16.28	\$0.00	\$62.11
10	80	\$35.02	\$13.00	\$16.63	\$0.00	\$64.65

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2021	\$54.69	\$11.39	\$22.09	\$0.00	\$88.17
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$11.39	\$22.09	\$0.00	\$60.83
2	60	\$32.81	\$11.39	\$22.09	\$0.00	\$66.29
3	70	\$38.28	\$11.39	\$22.09	\$0.00	\$71.76
4	80	\$43.75	\$11.39	\$22.09	\$0.00	\$77.23
5	90	\$49.22	\$11.39	\$22.09	\$0.00	\$82.70

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$41.30	\$8.60	\$17.47	\$0.00	\$67.37
	06/01/2021	\$42.32	\$8.60	\$17.47	\$0.00	\$68.39
	12/01/2021	\$43.33	\$8.60	\$17.47	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$40.02	\$8.60	\$17.47	\$0.00	\$66.09
	06/01/2021	\$41.04	\$8.60	\$17.47	\$0.00	\$67.11
	12/01/2021	\$42.05	\$8.60	\$17.47	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$52.13	\$8.60	\$17.92	\$0.00	\$78.65
	06/01/2021	\$53.15	\$8.60	\$17.92	\$0.00	\$79.67
	12/01/2021	\$54.16	\$8.60	\$17.92	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$46.20	\$8.60	\$17.92	\$0.00	\$72.72
	06/01/2021	\$47.22	\$8.60	\$17.92	\$0.00	\$73.74
	12/01/2021	\$48.23	\$8.60	\$17.92	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2021	\$60.19	\$13.57	\$17.26	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

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.
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:** The Contractor MUST protect surfaces.
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 furniture, equipment, and other movable objects from the work area. The Contractor shall protect all remaining 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 00850

Incorporation of Applicable Provisions of the
Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 01 35 43
ENVIRONMENTAL PROCEDURES

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 RELATED WORK UNDER OTHER SECTIONS

- A. Asbestos Remediation.

1.03 HAZARDOUS MATERIALS PROCEDURE

- A. Asbestos:
 - 1. Asbestos Materials Exist On-Site: There are accessible and inaccessible asbestos containing materials (ACM) in the existing building. ACM affected by the project are included under this contract. The Contractor shall formally notify each subcontractor that there are ACM existing in the building.
 - 2. Responsible Person On-Site: The Contractor shall designate one of its senior on-site employees to be in charge of coordination.
- B. Lead:
 - 1. The Contractor shall be made aware that Lead Based Paint exists on painted surfaces throughout the building.
 - 2. All the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines in such from in which they exist at the time of the work on the Contract and as may be required by subsequent regulations.
- C. PCB's:
 - 1. The Contractor shall be made aware that building materials are likely to contain >1 ppm of Polychlorinated Biphenyls PCB's.
 - 2. All of the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines.

PART 2 – PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

SECTION 02 28 00
ASBESTOS REMEDIATION

PART I - 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 RELATED WORK UNDER OTHER SECTIONS

- A. Environmental Procedures.

1.03 DESCRIPTION OF WORK:

- A. The work includes the removal and disposal of asbestos containing materials (ACM) as indicated in Part 3 of this Section.
- B. The Ceiling Tiles Contractor shall retain the services of a Massachusetts licensed asbestos abatement contractor.

1.04 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 (Asbestos 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 Asbestos Project Monitor to commence work. All costs related to delays shall be at the Contractor's expense.

1.05 DEFINITIONS

- A. Abatement: Procedures to control fiber release from ACM. 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. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- G. 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.
- H. Designer: Commonwealth of Massachusetts licensed Designer Ammar Dieb, Universal Environmental Consultants (AD-900326).
- I. Enclosure: All herein specified procedures necessary to complete enclosure of all ACM behind airtight, impermeable, permanent barriers.
- J. 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.
- K. 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.
- L. Asbestos Project Monitor: An Asbestos Project Monitor certified in the Commonwealth of Massachusetts to perform monitoring.
- M. Removal: All herein specified procedures necessary to strip all ACM from the designated areas and to dispose of these materials at an acceptable site.
- N. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- O. 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.
- P. 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.
- Q. Work Area: Any area indicated on the Drawings as asbestos abatement areas or as areas containing friable asbestos material.
- R. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

1.06 STOP WORK

- A. Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- B. Keep driveways, parking, and entrances serving premises clear and available to Owner, Owner's employees, traffic, upon Owner occupancy, and emergency vehicles at all times. Do not use these areas for parking or storage of materials, unless authorized in writing by the Owner
- C. Smoking or open fires will not be permitted within the building enclosure or on the premises

1.07 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.

1.08 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Provide a full time Site Supervisor for work under this Section 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 and disposal procedures. This person is the Competent Person in accordance with 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 ACM. 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. Asbestos Contractor shall provide proof of such certification to the Asbestos Project Monitor not less than 10 days prior to commencing any work.

1.09 SPECIAL REPORTS

- A. Except as otherwise indicated, submit special reports directly to the Asbestos 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 Asbestos Project Monitor in advance at earliest possible date.

- C. Prepare and submit special reports of significant accidents, at the site and anywhere else work is in progress related to this project. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.10 CONTINGENCY PLAN

- A. Prepare a contingency plan for emergencies including fire, accident, power failure or any other event that may require modification of decontamination or work area isolation procedures. Include in the plan specific procedures for decontamination or work area isolation. A copy of the plan shall be submitted to and approved by the Asbestos Project Monitor prior to any work being done.
- B. Post in the clean room of the decontamination unit and in the Contractor's office trailer telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, and police.

1.11 PERMITS AND NOTIFICATIONS

- A. 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 Standards (DLS) and provide copies of the notification to the Designer, Asbestos Project Monitor, and the State Environmental Regulatory Agency 10 working days (Document Submission Date) prior to commencement of the work.
- B. No later than the Document Submission Date, 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 to the Asbestos Project Monitor prior to commencing the work.
- C. No later than the Document Submission Date, submit proof satisfactory to the Asbestos Project Monitor 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.

1.12 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.

1.13 RESPIRATOR PROGRAM

- A. Establish a respirator program by ANSI Z88.2 and 29 CFR 1926.1101 (h), 1926.103, and 1910.134.

1.14 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 asbestos abatement workers shall receive training and shall be accredited per 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. Prior to the start of work, the Asbestos Contractor shall provide 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.
- D. 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.
- E. Provide personnel exposed to airborne concentrations of asbestos fibers with fire retardant disposable protective whole-body clothing, head coverings, gloves, and foot coverings. Provide gloves to protect hands. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Asbestos 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.
- F. Provide goggles to personnel engaged in asbestos operations when the use of a full-face respirator is not required.
- G. Provide authorized visitors with suitable protective clothing, headgear, eye protection and footwear, whenever they are required to enter the work area, to a maximum of 3 changes for 3 visitors per day. One of the sets of protective clothing shall be available for full time use by the Asbestos Project Monitor.
- H. 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.
- I. Once all visible asbestos material has been removed during decontamination, cartridge type respirators will be allowed during the final cleanup provided the measured airborne concentrations do not exceed 0.1 fibers per cubic centimeter. Where respirators with disposable filters are employed, provide sufficient filters for replacement to the worker or applicable regulation.
- J. If the permissible respirators fail to provide sufficient protection against volatiles Organic Compounds, emitted by any sealant used, the services of a qualified Certified Industrial Hygienist will be procured, at the Asbestos Contractor's expense, to determine proper respiratory protection. The Owner and Asbestos Project Monitor will not be liable for the cost of increased respiratory protection.

- K. 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 personnel wearing negative pressure respirators shall have respirator fit tests within the last six months and signed statements shall be available.

1.15 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).

1.16 SUBMITTALS

- A. No work may commence until submittals have been approved by the Designer. Complete submittals are to be submitted no less 10-working days prior to desired 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 in this section.
 - 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 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.
 - 10. Submit the negative pressure system. Include in the submittal at a minimum:

- a. Number of negative air machines required and the calculations necessary to determine the number of machines.
 - b. Description of projected airflow within the work area and methods required providing adequate airflow in all portions of the work area.
 - c. Location of machines in the work area.
 - d. Location of pressure differential measurement equipment.
 - e. Manufacturers product data on equipment used to monitor pressure differential.
11. Submit the form of security and safety log, which will be maintained on the project.
 12. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the Department of Environmental Protection.
 13. Submit proof that training requirements as specified in 29CFR 1926.1101 (k) (3) and by appropriate state agencies has been complied with.
 14. Submit a description of the plans for construction of decontamination enclosure systems and for isolation of the work areas in compliance with this specification and all applicable regulations.
 15. Submit a detailed schedule including work dates, work shift time, number of employees, dates of start and completion of all work activities (including mobilization, work area preparation, asbestos abatement, inspection and clearance monitoring, each phase of refinishing, and final inspections). Schedule shall be updated with each partial payment request.

1.17 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 Asbestos 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 Asbestos Project Monitor with the application for final payment.

1.18 AIR MONITORING

- A. Throughout the entire removal and cleaning operations, air monitoring will be conducted to ensure that the Asbestos Contractor is complying with the EPA and OSHA regulations and any applicable state and local government regulations. The Owner will provide an Asbestos 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 Asbestos 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 Asbestos Project Monitor.
- C. The Asbestos Project Monitor will monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne fiber counts higher than the Action Level of 0.1- f/cc which may significantly challenge the ability of the work area isolation procedures to protect the balance of the building from contamination by airborne fibers.
- D. The Asbestos Contractor shall be responsible for providing his/her own personnel monitoring within the work area in accordance with CFR 1926.1101.

1.19 AIRBORNE FIBER COUNTS

- A. If any air sample taken outside of the work area exceeds the base line (background) conducted by the Asbestos Project Monitor, Immediately and automatically stop all work. If this air sample was taken inside the building and outside of critical barriers around the work area, immediately erect new critical barriers to isolate the affected area from the balance of the building.
 - 1. Respiratory protection shall be worn in affected area.
 - 2. Leave critical barriers in place until completion of work and ensure that the operation of the negative pressure system in the work area results in a flow of air from the balance of the building into the affected area.
 - 3. A final inspection after removal of poly shall be completed by the Asbestos Contractor's Supervisor and the Asbestos Project Monitor.
- B. The following procedure shall be used to resolve any disputes regarding fiber types when work has been stopped due to excessive airborne fiber counts. "Airborne Fibers" referred to above include all fibers regardless of composition as counted in the NIOSH 7400 Procedure. If work has stopped due to high airborne fiber counts, air samples will be secured in the same area by the Asbestos Project Monitor for analysis by Transmission Electron microscopy (TEM). Airborne Fibers counted in samples analyzed by TEM shall be only asbestos fibers, but of any diameter and length. Subsequent to analysis by TEM the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by the NIOSH 7400 procedure by a number equal to asbestos fibers counted divided by all fibers counted in the TEM analysis.
- C. If TEM is used to arrive at the basis for determining "Airborne Fiber" counts in accordance with the above paragraph, and if the average of airborne asbestos fibers in all samples taken outside the work area exceeds the base line, then the cost of such sampling and analysis will be born by the Asbestos Contractor.

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.
- 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.

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 Asbestos Project Monitor. Sign shall meet the requirements of 29CFR 1926.200. A sample of the signs to be used shall be submitted to the Asbestos 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 Asbestos 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 Asbestos 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 one storage locker per employee.
 - 6. Provide all other components indicated in the Asbestos Remediation.

- F. Provide a completely watertight 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 wastewater 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, Washroom 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 Washroom as an equipment, bag, and container cleaning station.
- D. Provide Washroom for cleaning of bagged or containered asbestos containing waste materials passed from the work area. Construct Washroom 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 Washroom. 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 Washroom 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 2 by 4-inch (minimum) 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. Submittal shall be made no later than the Document Submission Date.
 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.
- C. Pre-clean all areas prior to commencement of any work.
- D. Clean all routes used to transport waste.

3.02 INSPECTION AND PREPARATION

- A. Examine the areas and conditions under which asbestos will be abated and notify the Asbestos 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 29 CFR 1926.1101 (k)(l) per federal and state regulations.

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 such as coveralls, head covers, boots 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 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 and other related structures.

3.04 PREPARATION OF THE WORK AREA

- A. Seal off the work area by sealing large openings such as open doors, elevator doors, and passageways 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. Critical barriers may be erected of a suitable solid construction material such as plywood, sheetrock, gypsum board, or other related materials.
- 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 and staging 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 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. 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 Asbestos 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. Remove all HVAC system filters. Pack disposable filters in sealable double 6 mil plastic bags for burial in the approved waste disposal site; replace with new filters after final cleanup. Wet clean permanent filters; reinstall after final cleanup.
- K. 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.

- L. 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.
- M. Remove and clean all ceiling mounted objects, such as lights, HVAC grills and other items not previously sealed off, that interfere with asbestos abatement. Use localized water spraying or HEPA filtered vacuum equipment during fixture removal to reduce fiber dispersal.
- N. The Asbestos Contractor will be required to supply a certified plumber to be available should any questions or problems arise.

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 when directed by the Asbestos 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.
- 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 needed to complete seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape.

3.08 COVERING OF FLOOR AND 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, stored items in work area is to be deemed contaminated unless specifically declared as uncontaminated in writing by the Asbestos 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 floor of work area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form sharp right angle-bend at junction of floor and wall so that there is no radius, which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
- C. Remove all general construction items such as cabinets, casework, doors and window trim, moldings, ceilings, and trim which cover the surface of the work to prevent interference with the work. Clean, decontaminate and reinstall, unless otherwise indicated, all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.
- D. 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 Asbestos Remediation or in writing by the Asbestos Project Monitor. There shall be no seams in the plastic sheet at wall to floor joints.
- E. 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 and decontaminate it.

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 ensure that the 0.02-inch differential is present. The Asbestos 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.

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 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, 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. The negative pressure system may be shut down only after clean air has been achieved.
- 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 Asbestos 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 ASBESTOS 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 ASBESTOS 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 ASBESTOS PROJECT MONITOR using aggressive air sampling. Analysis will be made using Phase Contrast Microscopy or Transmission Electron Microscopy.
- N. Clean all access routes used to transport ACM.

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 Asbestos Project Monitor that the area is ready for clearance.
- B. The number and volume of air samples taken, and analytical methods used by the Asbestos Project Monitor will be in accordance with applicable regulations.
- C. **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.**

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 plastic lined 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 Asbestos 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 Asbestos 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.

END OF SECTION

SECTION 09 51 23

ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to the Asbestos Remediation Section and Appendix A. The scope of work includes the removal and disposal as ACM and replacement of 2' x 2' and 2' x 4' Suspended Acoustical Ceiling Tiles. It is estimated that there are approximately 8,300 SF of 2' x 2' ceiling tiles. It is, however, the Contractor's responsibility to measure the quantity of each type of ceiling tile for removal and replacement.

1.2 SUMMARY:

- A. Section Includes:
 - 1. Acoustical ceiling tiles.

1.3 PREINSTALLATION MEETINGS:

- A. Preinstallation Conference: Conduct conference at Project site with designer and building Owner.

1.4 ACTION SUBMITTALS:

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS:

- A. Qualification Data: For testing agency.
- B. Product Test Reports: For each acoustical tile ceiling, for tests performed by a qualified testing agency.
- C. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS:

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS:

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Units: Full-size tiles equal to 2 percent of quantity installed.

1.8 QUALITY ASSURANCE:

- A. Testing Agency Qualifications: Qualified according to the National Voluntary Laboratory Accreditation Program (NVLAP) for testing indicated.
- B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver acoustical tiles and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

1.10 FIELD CONDITIONS:

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical tile ceiling installation.

PART 2 - PRODUCTS:

2.1 PERFORMANCE REQUIREMENTS:

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL TILES, GENERAL:

- A. Low-Emitting Materials: Acoustical tile ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Source Limitations:

1. Acoustical Ceiling Tile: Obtain from single source and single manufacturer.
- C. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- D. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectance unless otherwise indicated.
 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.
- E. Acoustical Tile Colors and Patterns: Match appearance characteristics indicated for each product type.
 1. Where appearance characteristics of acoustical tiles are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL TILES:

- A. Manufacturers: Subject to compliance with requirements, [provide products by the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide USG/RADAR #2110 or comparable product by one of the following:
 1. Armstrong World Industries, Inc.
 2. CertainTeed Corp.
 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
 4. OR EQUAL
- C. Classification: Provide tiles complying with ASTM E 1264 for type, form, and pattern as follows:
 1. Type and Form: III, C.
 2. Pattern: C (perforated, small holes)
- D. Color: White
- E. LR: Not less than 0.80.
- F. NRC: Not less than 0.55.
- G. CAC: Not less than 30.
- H. Edge/Joint Detail: Square.
- I. Thickness: 5/8 inch.
- J. Modular Size: 24 by 24 inches.
- K. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical tiles treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to

ASTM D 3274 or ASTM G 21.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this section that affect ceiling installation and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIELD QUALITY CONTROL:

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 - 1. Compliance of seismic design.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- C. Perform the following tests and inspections of completed installations of acoustical tile ceiling hangers and anchors and fasteners in successive stages and when installation of ceiling suspension systems on each floor has reached 20 percent completion but no tiles have been installed. Do not proceed with installations of acoustical tile ceiling hangers for the next area until test results for previously completed installations of acoustical tile ceiling hangers show compliance with requirements.
 - 1. Within each test area, testing agency will select one of every 10 power-actuated fasteners and post installed anchors used to attach hangers to concrete and will test them for 200 lbf of tension; it will also select one of every two post installed anchors used to attach bracing wires to concrete and will test them for 440 lbf of tension.
 - 2. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20-pass consecutively and then will resume initial testing frequency.
- D. Prepare test and inspection reports.

3.3 CLEANING:

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

**APPENDIX A
CHART OF ACM**

Location	Type	Quantity
Basement (Phase I)	Suspended Acoustical Ceiling Tiles	6,900 SF
First Floor (Phase II)	Suspended Acoustical Ceiling Tiles	20,500 SF
Second Floor (Phase III)	Suspended Acoustical Ceiling Tiles	14,800 SF
Throughout	Hard Joint Insulation Fireproofing	350 Total 1,500 SF

Specific Notes:

1. It is the Contractor's responsibility to inspect the site and confirm condition and quantities prior to the submission of his/her bid package.
2. In all areas where ACM has to be removed, ACM debris is included in the scope of work and has to be removed and disposed of as ACM at no extra cost to the Owner.
3. Remove and dispose as ACM of all Suspended Acoustical Ceiling Tiles. Grids shall remain in place and shall be decontaminated. Any damage to the grid system shall be replaced by the contractor at no additional cost to the Owner.
4. Remove and dispose as ACM of hard joint insulation that might exist throughout the school.
5. Remove and dispose as ACM of all fireproofing that might exist above the ceiling tiles.
6. The Contractor shall hire a licensed electrical contractor in the State of Massachusetts to disassemble any/all electrical apparatus mounted on the ceiling tiles prior to any abatement. Any lighting fixtures that are mounted to the ceiling grid with scissor type connectors shall remain in place as long as the ceiling tile can be removed in its entirety without breaking or crumbling causing a fiber release. The electrical apparatus shall include but not limited to lighting fixtures, fire alarm smoke detectors, fire alarm heat detector, fire alarm horn and strobes, speakers, exit signs, emergency lighting, ceiling fans, etc. After the abatement has been completed the electrical contractor shall reinstall all electrical apparatus disassembled and removed to its original location and test equipment to make sure it is operational.
7. Floor plans are for Reference Only. Prior to start of work all areas scheduled to be abated will be reviewed on-site with the Contractor.

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