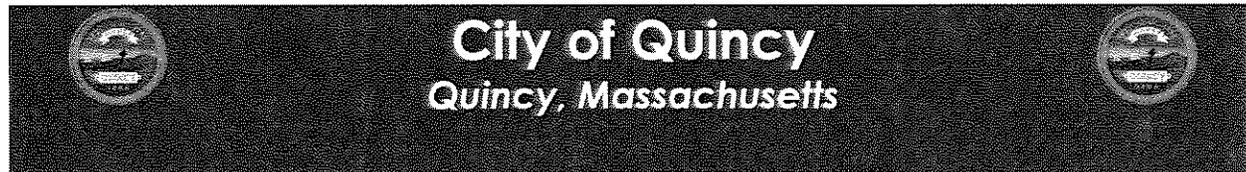


# CONTRACT DOCUMENTS AND SPECIAL PROVISIONS

## City Hall Communications Infrastructure Improvements



Plans:

Yes

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In accordance with the 1988 Massachusetts Highway Department Standard Specifications for Highways and Bridges (English edition) and all Supplemental Specifications to the 1988 Standard Specifications

This Proposal will be opened and read **May 9, 2013 at 11:00 am.**

Name of Proposer: \_\_\_\_\_



# CITY OF QUINCY, MASSACHUSETTS

## Public Building

Thomas P. Koch  
Mayor

Gary Cunniff  
Director of Public Buildings

### INVITATION TO BID

The Department of Public Works for the City of Quincy, Massachusetts is seeking sealed bids for “**Communications Infrastructure Improvements**” until 11:00 a.m. local time **Thursday, May 9, 2013** in the office of the Purchasing Agent, 1305 Hancock St., Quincy, Massachusetts 02169, at which time and place all bids will be publicly opened and read aloud.

The work under this contract includes the installation of communications ductbanks. The ductbanks consist of concrete-encased 4” PVC utility conduits. Pullwires will be installed as part of this project, cable and wiring will not. The ductbank construction includes trenching and earth excavation, brick accent strip and cement concrete sidewalk removal, landscaping removal, and other incidental items necessary to complete the required work. Disturbed areas will be repaired with loam and seed in landscaped areas and bituminous concrete in hardscape areas.

**A non-mandatory pre-bid meeting will be held on April 22, 2013 at 10:00 a.m. at Quincy City Hall, 2<sup>nd</sup> floor conference room, 1305 Hancock Street, Quincy, MA 02169.**

This contract is for the period of May 15<sup>th</sup> through August 1<sup>st</sup>, 2013.

The specification documents may be obtained through the City of Quincy’s website: [www.quincyma.gov](http://www.quincyma.gov) or at the Quincy City Hall, Purchasing Department, a **non-refundable printing charge of \$25.00** will be applied for specifications printed and picked up at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock St. Quincy, MA 02169, business hours are 8:30 a.m. to 4:30 p.m.

Each bid shall be accompanied by a bid security in the amount of five percent (5%) of the total value of the bid in the form of a bid bond or certified/treasurer’s check.

The bidding and award of this contract shall be in full compliance with Massachusetts General Laws, Chapter 30, Section 39M, as last revised. All Federal, State and City of Quincy regulations in relation to Minority Business Enterprise, Women’s Business Enterprise, Minority Work Force, Equal Employment Opportunity, Employment of Quincy Residents and subject to the minimum wage rates set under the Massachusetts Prevailing Wage Law Chapter 149, §26, (when applicable). The City reserves the right to waive any informality in or to reject any or all bids when such an action is deemed in the best interests of the City.

#### Non-responsive and/or unbalanced bids may be rejected.

Thomas P. Koch  
Mayor

Kathryn R. Hobin  
Purchasing Agent

#### Advertise

#### Req. No.

The Quincy Sun  
The Central Register

April 25, 2013  
April 17, 2013

S050213

1305 Hancock St., Quincy MA 02169  
Telephone: (617) 376-1060 Fax: (617) 376-1074

*Printed on Recycled Paper*

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## ARTICLE 101: INSTRUCTIONS TO BIDDERS

### **SECTION 1 - Introduction; Definitions**

- 1.1 In accordance with an Advertisement for Bids, The City of Quincy (the "Owner") has invited bids for the project described in the specifications contained herein.
- 1.2 These Instructions to Bidders (the "Instructions") are intended to assist bidders in the preparation of their bids, to call attention to various legal requirements and to set forth certain conditions upon which bids are submitted and received.
- 1.3 The award of the contract is governed by Chapter 30, s. 39M of the Massachusetts General Laws. Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other contract documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries of any particular material, and shall in no respect supersede, expand or limit rights or duties of the Owner or bidders in matters governed by the statute.
- 1.4 The following definitions shall apply in these Instructions and in the other Contract Documents:
  - 1.4.1 The term "bidding documents" shall include the Advertisement for Bids, these Instructions, the bid forms, contract forms and other Contract Documents bound herewith, the Drawings, the MassDOT construction specifications, the special provisions and all Addenda issued prior to receipt of bids.
  - 1.4.2 The terms "Addenda" and "Addendum" shall mean written documents and/or drawings issued by the Owner prior to execution of the contract which supplement, modify, correct, explain or interpret the bidding documents.
  - 1.4.3 All definitions set forth in the Conditions of the Contract or the other Contract Documents as therein defined are applicable to these Instructions and to the other bidding documents
  - 1.4.4 On any project for the construction, reconstruction, installation, demolition, maintenance or repair of any building, or public work, to be funded in whole or in part by City of Quincy funds, or funds which, in accordance with a federal or state grant, program, or otherwise, the City of Quincy expends or administers, or any such project to which the City of Quincy is a signatory to the contract therefore, the provisions of this section shall apply and the same shall be referenced in every invitation to bid for such project and, the following paragraphs shall be contained in every resulting contract there from: "It shall be a material breach of this contract if the Contractor shall not at all times adhere to the Special Provisions' requirement for limiting on-site noise producing construction.
  - 1.4.5 The Owner shall have the authority to adopt any rules and regulations he or she deems necessary to implement this subsection with respect to contracts generally and the head of the department

awarding any such contract shall have the authority to adopt any rules and regulations he or she deems necessary to implement this subsection with respect to any particular project.

## **SECTION 2 - Availability of Contract Documents**

- 2.1 Each person requesting Contract Documents including bid forms, plans and specifications shall proceed as directed in the Advertisement for Bids.

## **SECTION 3 - Examination of Site**

- 3.1 Before submitting a bid, it is recommended but not mandatory that each bidder must: (a) thoroughly examine the Contract Documents (b) visit the site to fully examine and acquaint himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate his observations with the requirements of the Contract Documents. On request, the Owner will provide each bidder access to the site to conduct such reasonable investigations and tests as such bidder deems necessary to prepare his bid.
- 3.2 Each bidder shall promptly notify the Contracting Officer and the Engineer of any ambiguity, inconsistency or error he may discover upon examination of the Contract Documents, the site or other local conditions. Whenever the title "Contracting Officer" is referenced it shall be interpreted as follows: Walter MacDonald, Director of Building Maintenance, City of Quincy. The submission of a bid will constitute a representation by the bidder that he has complied with every requirement of this Section 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work of this contract.

## **SECTION 4 - Addenda and Interpretation of Contract Documents**

- 4.1 All questions and requests for clarifications or interpretations of the meaning of the Contract Documents shall addressed to the Engineer and to be given consideration must be received at least five (5) days prior to the date fixed for opening of bids. Only questions received by email, fax, or in writing shall be answered.
- 4.2 Clarifications or such interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written Addenda and when possible, not later than two days before the date fixed for opening of bids. Each bidder shall be responsible for determining that he has received all Addenda issued, and failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under its bid as submitted.
- 4.3 All Addenda so issued shall become part of the Contract Documents.
- 4.4 Oral clarifications or interpretations will be of no legal effect. The Owner will not be responsible for, and no bidder may rely upon or use as the basis of a claim against the Owner or the Owner's agent, any information, explanation or interpretation of the Contract Documents rendered in any fashion except as herein provided.

## **SECTION 5 - Wage Rates**

- 5.1 Minimum rates of wages for work performed under this contract will be as predetermined by the state Department of Labor and Workforce Development, in accordance with the provisions of Sections 27 of Chapter 149 of the Massachusetts General Laws.
- 5.2 Section 27B of said Chapter 149 provides record-keeping requirements for Contractors with respect to employees, hours, wages and other matters.
- 5.3 Bidders' attention is called to Section 148 of Chapter 149 of the Massachusetts General Laws, relating to the weekly payment of wages.

#### **SECTION 6 - Sales Tax**

- 6.1 Section 6(f) of Chapter 54H of the Massachusetts General Laws exempts from Massachusetts sales tax, building materials and supplies to be used in the project, and bidders shall not include in their bids any amount therefore. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption may be obtained from the City of Quincy.

#### **SECTION 7 - Preparation and Submission of Bids**

- 7.1 Each bid shall be submitted upon the bid forms furnished by the Owner, copies of which are bound with the bid documents. The bid forms shall be submitted; with the balance of the All blank spaces shall be filled in, in ink or typewritten, in words and figures. The bid prices for each item on the bid forms shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the bidder. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signatures.
- 7.2 Segregation of the work is done for the sole purpose of payment and does not suggest an order for which the Contractor shall perform the work. All work performed shall be done according to the provisions of this contract and segregation of the bid forms shall in no way affect or change the Contractor's responsibility to perform the work according to the contract documents.
- 7.3 The Bidder shall file a sworn statement executed by or on behalf of the person, firm, association or corporation submitting the bid, certifying that such person, firm, association or corporation has not, either directly or indirectly entered into an agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This sworn statement shall be in the form of an affidavit sworn to under the pains and penalties of perjury. The require form for the affidavit is located with the Proposal.
- 7.4 Each bid and the bid deposit (described below) shall be submitted to the Owner according to the following requirements.

**BID PACKAGES MUST BE DELIVERED ON OR BEFORE**  
May 9, 2013 11:00am, local time

**BID PACKAGES MUST BE SUBMITTED AT THE FOLLOWING LOCATION**  
Purchasing Department  
City Hall  
1305 Hancock Street  
Quincy, MA 02169

**BID PACKAGES MUST BE SUBMITTED IN A SEALED ENVELOPE, MARKED**  
City Hall, Communications Infrastructure Improvements

- 7.4.1 The name and address of the bidder must appear in the upper left-hand corner of the envelope.
- 7.4.2 If forwarded by mail, the sealed bid and the bid deposit shall be enclosed in an envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Advertisement for Bids.
- 7.4.3 The City of Quincy is not responsible for bids not properly marked.
- 7.4.4 A bid will be considered incomplete unless it includes the following.
- (a) Form for General Bid
  - (b) Bid Security (5% of Total Bid)
  - (c) Acknowledgment of Addenda
  - (d) Statement of Bidder's Qualifications
  - (e) Non-Collusion Affidavit
- 7.4.5 The proposer shall submit only the Form for General Bid, the Bid Security, the non-collusion affidavit and the Statement of Bidder's Qualifications.
- 7.5 *Section 39L of Chapter 30 of the Massachusetts General Laws* prohibits the Owner from entering into a contract for this work with, and shall not approve as a Sub-contractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with the Owner, a certificate of the state secretary stating that such corporation has complied with M.G.L. c. 181, sections 3 and 5. Therefore, every Foreign Corporation must furnish a certified copy of its Certificate of Registration that has been duly filed with the state secretary's office. Any bid, general or sub, of a foreign corporation submitted without a Certificate may be rejected pursuant to Section 11.

- 7.6 A non-mandatory pre-Bid conference will be held at 10:00 AM on Monday, April 22, 2013 in the new City Council Chambers located on the 2<sup>nd</sup> floor of City Hall, 1305 Hancock Street, Quincy, MA 02169.

### **SECTION 8 - Receipt of Bids**

- 8.1 All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt by the Owner of bids at the place stated in the advertisement for Bids. Bids received after the specified time or at other than the specified location will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.
- 8.2 Any bid may be withdrawn by the bidder or his duly authorized representative by written notice received by the Owner at the address for receipt of bids specified in the Advertisement for Bids prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of general bids. After the bids have been opened a bidder may withdraw a bid on a clear showing to the satisfaction of the Engineer that the bid amount resulted from a bona fide clerical or mathematical error of a substantial nature or from similar unforeseen circumstance. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received or recognized. A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time for the opening of bids.
- 8.3 Bids will be opened and read publicly at the place and time stated in the Advertisement for Bids or the authorized postponement thereof. Bidders or their authorized representatives are invited to be present. Any person may at reasonable times and in the presence of the Engineer examine any or all Proposals after they have been opened, read and recorded.

### **SECTION 9 - Bid Deposit**

- 9.1 Each bid must be accompanied by a 5% bid deposit in the form of a bid bond, or a certified check on, or a treasurer's or cashier check issued by, a responsible bank or trust company, payable to the City of Quincy. A bid bond shall be:
- 9.1.1 In form satisfactory to the Owner substantially conforming to the sample contained in the Contract Documents,
- 9.1.2 With a surety company qualified to do business (licensed) in the Commonwealth of Massachusetts and satisfactory to the Owner, and
- 9.1.3 Conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit shall be in the amount of 5% of the value of the bid.

### **SECTION 10 - Rejection of Bids**

- 10.1 The Owner shall reject every general bid which is not accompanied by the required bid deposit, or which otherwise does not conform to the statutory requirements or the bid documents.
- 10.2 The Owner reserves the right to reject any and all general bids which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Owner, substantially less or more than the actual cost to complete

the work; provided, however, that the Owner reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

### **SECTION 11 - Award of Contract**

- 11.1 The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these Instructions, the bid forms and the other bid documents.
- 11.2 Award of the contract will be made within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after (i) the opening of the bids or (ii) the receipt by the Owner of any approvals necessary from federal or state agencies in connection with the project, whichever is later.
- 11.3 The successful bidder will be notified in writing, by mail or otherwise, that his bid has been accepted and that he has been awarded the contract. The successful bidder shall execute the contract and furnish the required bonds, at the offices of the Owner within five (10) days, Saturdays, Sundays and legal holidays excluded, after presentation of the contract to him or notice to him that the contract is ready for execution.
- 11.4 If the bidder selected as the general Contractor fails to perform his agreement to execute the contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials payment bond as stated in his bid, the award will be made to the next lowest responsible and eligible general bidder.

### **SECTION 12 - Certificates and Documents to be Furnished Upon Execution of the Contract**

- 12.1 Pursuant to Sections 49A of Chapter 62C of the Massachusetts General Laws the Contractor must certify that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes.
- 12.2 Prior to commencement of work, the Contractor must furnish to the Owner certificates evidencing required insurance coverage in accordance with the provisions of the insurance requirements contained in the Contract.
- 12.3 The affidavit of compliance with certain laws of the Commonwealth relating to corporations, and evidence of corporate authority with respect to execution of the contract documents on behalf of the Contractor, on the form contained in the bidding documents, must be furnished by the Contractor to the Owner at the time of execution of the contract.
- 12.4 A performance bond and a labor and materials payment bond, each in the amount of the contract sum, must be furnished by the general Contractor as stated in the bid form. Such bonds must be on the forms contained in the bid documents and must be executed and delivered to the Owner at the time of execution of the contract. Each attorney-in-fact who executes such a bond on behalf of the surety must affix thereto a certified and current copy of his power of attorney.

## **ARTICLE 102: GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

### **SECTION 1 - General Provisions**

#### **1.1 DEFINITIONS**

- 1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Payment Bond, Vote of Corporation, Information to Bidders, Bid Proposal, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Contracting Officer pursuant to Subparagraph 2.2.3, or (4) a written order for a minor change in the Work issued by the Contracting Officer pursuant to Paragraph 12.3. The Contract Documents do not include Bidding Documents such as, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement. The Drawings of this Contract shall be as listed on the cover sheet of the Drawings, as applicable. The Specifications of this Contract shall be listed on the Index to the Technical Specifications. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities: Highest Priority – Modifications, Second Priority-Agreement, Third Priority - Addenda-later date to take precedence, Fourth Priority - Special Requirements, Fifth Priority - Special Conditions, Sixth Priority - Supplementary General Conditions, Seventh Priority - General Conditions, Eighth Priority - Specifications, Ninth Priority - Drawings.
- 1.1.2 The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. These General Conditions, wherever applicable, shall be construed consistent with, and terms of the Owner-Contractor Agreement, provided further however, that the terms of such Agreement shall take precedence, as provided in Subparagraph 1.1.1. Except for the special agreements in Paragraph 4.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Engineer and the Contractor.
- 1.1.3 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.1.4 The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

#### **1.2 EXECUTION, CORRELATION AND INTENT**

- 1.2.1 The Contract Documents shall be signed in **quintuplicate (5)** by the Owner and the Contractor.

- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. Should the drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract.
- 1.2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.
- 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.
- 1.2.6 Where no explicit quality or standards for materials or workmanship are established for work, such work is to be of good quality for the intended use and consistent with the quality of the surrounding work and of the construction of the Project generally.
- 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- 1.2.8 Any test boring or soil test information included with the Contract Documents or otherwise made accessible to the Contractor was obtained by the Owner or Engineer for use by the Engineer in the design. The Owner and Engineer do not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in M.G.L. c. 30, section 39N.

### 1.3 OWNERSHIP AND USE OF DOCUMENTS

- 1.3.1 All Drawings and Specifications furnished by the Engineer, and all copies thereof and the copyright therein, are the property of the Engineer or the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Engineer on request at the completion of the Work. Submission or

distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's or Owner's common law copyright or other reserved rights.

## **SECTION 2 - Engineer**

### **2.1 DEFINITION**

2.1.1 The term Engineer refers to either, (a) a representative of Howard/Stein-Hudson Associates as designated by the City of Quincy and who is a Registered Professional Engineer in the Commonwealth of Massachusetts, or in the absence of thereof, (b) the Contracting Officer identified in the Instruction to Bidders. The Engineer is referred to throughout the Contract Documents as if singular in number and masculine in gender.

### **2.2 ADMINISTRATION OF THE CONTRACT**

2.2.1 The Engineer will provide administration of the Contract as herein described and pursuant to the terms of the contract between the Engineer and the Owner.

2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents and the Design Services Agreement between the two, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Applications for Payment, the Engineer will determine the amounts owing to the Contractor and will certify Certificates for Payment in such amounts, as provided in Paragraph 9.4.

- 2.2.7 The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.
- 2.2.8 The Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with M.G.L. c. 30, section 39P, or any lesser time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.
- 2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution of progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision, which he will render in writing within a reasonable time.
- 2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith, and in the absence of negligence, in such capacity.
- 2.2.11 The Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.12 The Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2, whether or not such Work is then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12 nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any of their agents or employees, or any other person performing any of the Work.
- 2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a special item shall not indicate approval of an assembly of which the item is a component.
- 2.2.14 The Engineer will prepare in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.
- 2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate of Payment upon compliance with the requirements of Paragraph 9.9.

- 2.2.16 If the Owner and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 2.2.17 The duties, responsibilities, and limitations of authority of the Engineer as the Owner's representative during construction, as set forth in the Contract Documents and the contract between the two, will not be modified or extended without consent of the Owner and the Engineer.
- 2.2.18 In case of the termination of the employment of the Engineer, the Owner shall appoint an Engineer against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be the same as that of the former Engineer.

### **SECTION 3 - Owner**

#### **3.1 DEFINITION**

- 3.1.1 The term Owner means the City of Quincy.

#### **3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 3.2.1 The Owner shall, at the time of execution of the Owner-Contractor Agreement, furnish the certification of adequate appropriation pursuant to M. G. L. Chapter 44, section 31C of the General Laws.
- 3.2.2 The Owner shall furnish existing surveys, if any, describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.
- 3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.
- 3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Specifications reasonably necessary for the execution of the Work.
- 3.2.6 The Owner shall forward all instructions to the Contractor through the Engineer.
- 3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

#### **3.3 OWNER'S RIGHT TO STOP THE WORK**

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

#### 3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to prior notice being given to the Engineer by the Owner. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### SECTION 4 - Contractor

#### 4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

#### 4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and other Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. Any necessary change shall be ordered as provided in Article 12, subject to the requirements of paragraph 1.2 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonably study of the Contract Documents he could have discovered such, the Contractor shall bear all costs arising therefrom.

4.2.2 The Contractor shall give the Engineer timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

4.2.3 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the

Engineer as provided in subparagraph 4.2.2. If the Contractor proceeds with such Work without obtaining further drawings or instructions, he shall correct Work incorrectly done at his own expense.

#### 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.
- 4.3.4 Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Engineer in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Engineer in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing by the Owner to proceed at the Owner's risk.

#### 4.4 LABOR AND MATERIALS

- 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word 'provide' shall mean furnish and install complete, including connections, unless otherwise specified.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

## 4.5 WARRANTY

- 4.5.1 The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 4.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Engineer may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Engineer, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.
- 4.5.3 If the Contractor proposed to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, he shall inform the Engineer in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.
- 4.5.4 In requesting approval of the deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Engineer, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Engineer may reject such substitution or deviation without further investigation.
- 4.5.5 The Contract Documents are intended to produce a completed project of consistent character and quality of design. All components of the project have been selected to have a coordinated design in relation to the overall appearance. The Engineer shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Engineer will not approve as equal to materials specified proposed substitutes which, in his opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Engineer, furnish the substituted material in any color, finish, texture, or pattern that would have been available from the manufacturer originally specified, at no additional cost to the Owner.
- 4.5.6 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding

approval or acceptance of such substitution by the Owner or the Engineer, unless such substitution was made at the written request or direction of the Owner.

4.5.7 The warranty provided in this paragraph 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

4.5.8 The Contractor shall procure and deliver to the Engineer, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

#### 4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.6.2 **IMPORTANT TAX NOTE:** This project, being constructed for a political subdivision of the Commonwealth of Massachusetts, is exempt from certain taxes. It is therefore required that the Contractor purchasing taxable goods covered by the governing tax codes make known to suppliers the tax-exempt status of the institution in order that such taxes will not appear in the Contract Sum. The Owner will provide the necessary evidence and certificates of its tax exemption upon request of those concerned. The most applicable taxes concerned are:

(a) Federal Excise Taxes as applied to articles which are taxable under Chapter 12 of the Internal Revenue Code of 1954, as amended.

(b) Commonwealth of Massachusetts Sales tax.

#### 4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.7.2 The City of Quincy will waive local permit fees.

4.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work. Contract work will be performed in Quincy and the Contractor shall obtain the necessary permits and approvals for all work performed in each respective Town.

4.7.4 It is not the responsibility of the Contractor to make certain the Contract Documents are in accordance with the applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.5 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

#### 4.8 SUPERINTENDENCE

4.8.1 The Contractor shall employ one (1) competent superintendent who shall be in attendance at the Project site full time during the progress of the Work until the date of substantial completion and for such additional time thereafter as the Engineer may determine to be necessary for the expeditious completion of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.8.2 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, registered in the Commonwealth of Massachusetts, acceptable to the Engineer, who shall establish, where necessary, the exterior lines and required elevations of all structures to be erected for the project and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, construction baseline, layout, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries and shall establish survey control points on site.

#### 4.9 PROGRESS SCHEDULE

4.9.1 The Contractor shall prepare and submit to the Engineer a progress schedule as described in subparagraphs 8.2.3 through 8.2.9.

#### 4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1 The Contractor shall maintain at the site, or at a location agreed upon by the Engineer, a record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record, all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Engineer and shall be delivered to him for the Owner.

4.10.2 Upon completion of the Work and shall be made available to the Engineer and the Owner with reasonable promptness, upon request.

4.10.3 Refer to Specifications Section entitled CONTRACT CLOSEOUT, for additional requirements for Record Drawings and Maintenance and Operating Manuals.

#### 4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- 4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 4.11.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 4.11.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents. Shop Drawings, Product Data and Samples will require approval from the Town in which they will be utilized.
- 4.11.5 By approving and submitting Shop Drawings, Product Data, and, Samples, the Contractor thereby represents that he has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, or Samples and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, and Samples, the Engineer shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.
- 4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.
- 4.11.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals. Unless such written notice has been given, the Engineer's approval of a resubmitted Shop Drawing, Product Data, or Sample shall not constitute approval of any changes not requested on the prior submittal.
- 4.11.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.14. All such portions of the Work shall be in accordance with approved submittals.
- 4.11.9 Refer to Specifications Section entitled, SUBMITTALS, for additional requirements.

#### 4.12 USE OF SITE

- 4.12.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right of entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The

Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, the Contract Documents and permits and/or directions by the Engineer and shall not unreasonably encumber the premises with his materials.

#### 4.13 CUTTING AND PATCHING WORK

4.13.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate Contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and such separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the Work.

#### 4.14 CLEANING UP

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. Immediately prior to the Engineer's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. All damaged, broken or scratched items shall be replaced by the Contractor at this expense.

4.14.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.14.3 Refer to Specifications Section entitled, PROJECT CLOSEOUT, for additional requirements.

#### 4.15 COMMUNICATIONS

4.15.1 The Contractor shall forward all communications to the Owner through the Engineer.

#### 4.16 ROYALTIES AND PATENTS

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

#### 4.17 INDEMNIFICATION

- 4.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Engineer and its agents 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, provided 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 (other than the Work itself) 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, 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 4.18.
- 4.17.2 In any and all claims against the Engineer or any of his agents or employees, by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 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 under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.17.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the 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.

## **SECTION 5 - Work by Owner or Separate Contractor**

### **5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

- 5.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.
- 5.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 5.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.
- 5.1.4 The Contractor shall permit the Owner to place and install as much equipment during the progress of the work as is possible before the completion of the various parts of the work, and agrees that such placing and the installation of equipment shall not in any way evidence the

completion of the work or any portion of it, nor shall it signify the Owner's completion of the work or any portion thereof.

## 5.2 MUTUAL RESPONSIBILITY

- 5.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
- 5.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate Contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.
- 5.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.
- 5.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damages as provided in Subparagraph 10.2.5.
- 5.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor.

## 5.3 OWNER'S RIGHT TO CLEAN UP

- 5.3.1 If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof to the Contractors responsible therefor as the Engineer shall determine to be just.

## **SECTION 6 - Miscellaneous Provisions**

### 6.1 GOVERNING LAW

- 6.1.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts.

### 6.2 SUCCESSORS AND ASSIGNS

- 6.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any

moneys due or to become due to him hereunder, without the previous written consent of the Owner.

6.2.2 If, after making final payment, the Owner conveys to a third party any building or other improvement constructed under the Contract, any rights with respect to the property so conveyed which the Owner may have against the Contractor under Article 13 or by virtue of claims which, under the terms of subparagraph 9.9.4, are reserved to the Owner after the making and acceptance of final payment, shall automatically transfer to such third party.

### 6.3 WRITTEN NOTICE

6.3.1 Written notice shall be deemed to have been duly served if delivered in person to an authorized representative of the person or entity for whom it was intended, or if delivered at or sent by registered or certified mail or by telegraph to the address of such person or entity set forth in the Agreement or in a subsequent written notice.

### 6.4 CONSENT OR WAIVER

6.4.1 No consent or waiver, express or implied, by the Owner or the Engineer to, or of, any breach of any covenant, condition or duty of the Contractor shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

### 6.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

6.5.1 The Owner shall require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

### 6.6 RIGHTS AND REMEDIES

6.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### 6.7 TESTS

6.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

6.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional

services made necessary by such failure, otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

- 6.7.3 The Contractor shall obtain and deliver promptly to the Engineer any occupancy permit or any certificates of final inspection of any part of his work or operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Engineer shall be a condition precedent to Substantial Completion of the Work.

## **SECTION 7 - Time**

### **7.1 DEFINITIONS**

- 7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.
- 7.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended and only minor items which can be corrected or completed without substantial interference with the Owner's use of the Work remain to be corrected or completed.
- 7.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.
- 7.1.5 The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the project.

### **7.2 PROGRESS AND COMPLETION**

- 7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 7.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 7.2.3 Within two (2) weeks after award of the Contract, the Contractor shall submit to the Engineer a Progress Schedule showing for each class of work, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

- 7.2.4 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation, and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Engineer for compliance with the requirements of this article and will be accepted by him or returned to the Contractor for revision and re-submittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Engineer.
- 7.2.5 If in any Application for Payment the total value of the completed Work in place, as certified by the Engineer, is less than 90% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at his option, require the Contractor to accelerate the progress of the work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Engineer.
- 7.2.6 If each of three successive applications, as certified by the Engineer, indicate that the actual work completed is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at his option, treat the Contractor's delinquency as a default justifying the Owner to initiate a termination of the Contract.
- 7.2.7 If the Engineer has determined that the Contractor should be permitted to extend the time for completion, as provided in paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of work to be completed as of the first of each month shall be adjusted pro-rata.
- 7.2.8 If the Contractor fails to submit any Application for Payment in any month, the Engineer shall, for the purpose of this evaluation of progress, certify separately to the actual value of the work in place and completed as of the first of the month, to the best of his knowledge.
- 7.2.9 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which he may possess under other provisions of the Contract Documents or by law.

### 7.3 DELAYS AND EXTENSIONS OF TIME

- 7.3.1 Any delay and subsequent request for an extension of time shall be governed by M.G.L. c. 30, section 39(O) and the Owner-Contractor Agreement.
- 7.3.2 No work shall be suspended without the written permission of the Owner or his representative.
- 7.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until thirty days after written request is made for them, and not then unless such claim is reasonable.
- 7.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## **SECTION 8 - Payments and Completion**

### **8.1 CONTRACT SUM**

8.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

### **8.2 SCHEDULE OF VALUES**

8.2.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require and shall be revised if later found by the Engineer to be inaccurate. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.

### **8.3 APPLICATIONS FOR PAYMENT**

8.3.1 At least ten (10) days before the date for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may require, and reflecting retainage, if any, as provided in Supplemental General Conditions-Part I, Article I, Paragraph 1.8 or 1.9; whichever is applicable. The format and number of copies of such Applications for Payment shall be as directed by the Engineer.

8.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall reimburse the Owner for any loss or damage to such unincorporated materials or equipment not covered by insurance.

8.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said work, materials and labor to which the Contractor then may be entitled; provided, however, that in no event shall such waiver of lien rights waive right to payment for said Work, materials and labor.

### **8.4 CERTIFICATES FOR PAYMENT**

- 8.4.1 The Engineer will, within seven (7) days after the receipt of the Contractor's Application for Payment, either certify a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding certification of a Certificate as provided in Subparagraph 9.6.1.
- 8.4.2 The certification of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by certifying a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract.

## 8.5 PROGRESS PAYMENTS

- 8.5.1 After the Engineer has certified a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 8.5.2 The Engineer may, on request and at his discretion, furnish to any Sub-contractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Sub-contractor.
- 8.5.3 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

## 8.6 PAYMENTS WITHHELD

- 8.6.1 The Engineer may decline to certify payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if in his/her opinion he/she is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Engineer is unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he/she will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly certify a Certificate for Payment for the amount for which he/she is able to make such representations to the Owner. The Engineer may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any

part of any Certificate for Payment previously certified, to such extent as may be necessary in his/her opinion to protect the Owner from loss because of:

- (a) Defective Work not remedied;
- (b) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) Failure of the Contractor to make payments properly to Sub-contractors or for labor, materials or equipment;
- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (e) Damage to the Owner;
- (f) Reasonable evidence that the Work will not be completed within the Contract Time;
- (g) Persistent failure to carry out the Work in accordance with the Contract Documents; and
- (h) Failure of mechanical trades or electrical trades Sub-contractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are "up-to-date" shall be required by the Engineer before approval of the Contractor's monthly payment requisition will be considered.

8.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

## 8.7 FAILURE OF PAYMENT

8.7.1 If the Engineer does not certify a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor as required by the Contract Documents any amount certified by the Engineer, then the Contractor may, upon seven additional days written notice to the Owner and the Engineer, stop the Work until payment of the amount owing has been received.

## 8.8 SUBSTANTIAL COMPLETION

8.8.1 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete as defined in subparagraph 8.1.3, the Contractor shall submit to the Engineer (1) a list of items to be completed or corrected, and (2) all special warranties required by the Contract Documents endorsed by the Contractor and in a form reasonably acceptable to the Engineer. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designed portion thereof is substantially complete, and when the Contractor has submitted to the Engineer the special warranties, as provided in the first sentence of this subparagraph, the Engineer will then certify a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state

the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

8.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

## 8.9 FINAL COMPLETION AND FINAL PAYMENT

8.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly certify a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's certification of the final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

8.9.2 Unless otherwise required by applicable law, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires satisfying the Owner that there are not outstanding claims, the Owner may require the Contractor, as a condition of final payment, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such claims.

8.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owners shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5., the written consent of the surety to the payment of the balance due for that

portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

8.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled claims under the Bonds required elsewhere in the Contract Documents, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents.

8.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

## **SECTION 9 - Protection of Persons and Property**

### **9.1 SAFETY PRECAUTIONS AND PROGRAMS**

9.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

### **9.2 SAFETY OF PERSONS AND PROPERTY**

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Work and all other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Sub-contractors; and (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

9.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

9.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clause 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which

the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either by of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

9.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designed by the Contractor in writing to the Owner and the Engineer.

9.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

### 9.3 EMERGENCIES

9.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for the Changes in the Work.

## **SECTION 10 - Insurance**

### 10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain in a company or companies to which the Owner has no reasonable objection, such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract whether such operations be by himself or by any Sub-contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his or her employees;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his or her employees;
- (d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or, (2) by any other person;
- (e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

10.1.2 The insurance required by subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater.

(a) Worker's Compensation – Massachusetts Statutory/Employers Liability

(b) Commercial General Liability – Per Occurrence / Aggregate. \$1,000,000 /\$2,000,000

(c) Automobile Liability – Bodily Injury & Property Damage combined single limit of \$1,000,000 (all owned, hired and non-owned autos).

(d) Excess / Umbrella Liability – Per Occurrence / Aggregate \$1,000,000 /\$1,000,000

(e) Independent Contractors – Same limits as above

(f) Products and Completed Operations – Same limits as above commencing with issuance of final Certificate of Payment.

(g) Contractual Liability – Same limits as above.

10.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

10.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates shall contain a provision that covers afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner.

(a) These certificates shall set forth evidence of all coverage required by 11.1.1, 11.1.2 and 11.1.3. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

## 10.2 OWNER'S LIABILITY INSURANCE

10.2.1 The Owner shall be responsible for maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

## 10.3 PROPERTY INSURANCE

10.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner and the Contractor in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

10.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner and the Contractor in the Work.

- 10.3.3 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8.
- 10.3.4 The Contractor shall file a copy of all policies with the Owner before an exposure to loss may occur.
- 10.3.5 The Owner and Contractor waive all rights against (1) each other and agents and employees each of the other, and (2) the Engineer and separate Contractors, if any, and agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee. The foregoing waiver afforded the Engineer, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Engineer, separate Contractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.
- 10.3.6 If required in writing by any party in interest, the Contractor as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach or in accordance with the direction of a court of competent jurisdiction.
- 10.3.7 The Contractor as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Contractor's exercise of this power. If such objection be made, the Contractor as trustee shall make settlement with the insurers in accordance with the direction of a court of competent jurisdiction.

#### 10.4 LOSS OF USE INSURANCE

- 10.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

### **SECTION 11 - Changes in the Work**

#### 11.1 CHANGE ORDERS

- 11.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Engineer, issued after execution of the Contract, authorizing or directing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time, or both. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement with the terms thereof, including the adjustment in the Contract Sum and/or the Contract Time.

11.1.3 If the Contractor does not agree with the terms of the Change Order, the Contractor shall return the unsigned Change Order to the Owner. In such event, the Work, Contract Sum and/or Contract Time shall be adjusted as reflected in the Change Order, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39J, but in no event shall the Contractor refuse to perform the Work as modified by the Change Order.

## 11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor claims that any instructions or orders, whether oral, written, drawings, or otherwise, involve extra cost or time, and such instructions or orders are not accompanied by a written acknowledgment by the Owner that extra payment will be made or time extended, he shall promptly so notify the Owner in writing and shall not proceed with the work until he has received a further written order to proceed; except, as provided in Paragraph 10.3, in the case of an emergency affecting life or property.

11.2.2 Upon receipt from the Contractor of a written notice of claim as provided in Paragraph 12.2.1, the Engineer shall review such claim, and if he determines that any work in dispute should proceed, he shall issue to the Contractor a written order, signed by the Owner, (1) to proceed, which shall approve or deny the Contractor's claim, in whole or in part, or (2) to proceed subject to a later determination by the Engineer of the Contractor's right to extra payment.

11.2.3 To the extent that the Engineer, when issuing the written order to proceed described in 12.2.2, approves the Contractor's claim, the Contract Sum and/or Contract Time shall be adjusted by Change Order. If the Engineer, when issuing his written order to proceed denies, in whole or in part, the Contractor's claim, the Contractor shall proceed with the work without delay, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39J. If the Engineer, when issuing his written order to proceed, instructs the Contractor to proceed with the work subject to a later determination by the Engineer of the Contractor's right to extra payment or time, the Contractor shall proceed with the Work without delay.

## 11.3 MINOR CHANGES IN THE WORK

11.3.1 The Engineer shall have the authority to order minor changes in the Work that do not involve an adjustment in the Contract Sum or an extension of the Contract Time, and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

## 11.4 EQUITABLE ADJUSTMENTS

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

- (a) Fixed price basis, provided that the price shall be inclusive of items c(i) through c(v), 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 adjustments;
- (c) Time and materials basis, based upon a not to exceed, predetermined upset amount to be subsequently adjusted on the basis of actual costs comprised of items (i) through (v) below:
  - (i) The costs at prevailing rates for direct labor, material and use of equipment;
  - (ii) Plus, the costs of Worker's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation; or as an alternative, the Contractor may elect to add a flat twenty-five (25%) percent to the total labor rate in (a), above;
  - (iii) Plus ten (10%) percent of (a), above, for overhead, superintendence and profit which will be paid to the Contractor for the work of the Contractor. The contracting parties referred to in this subparagraph shall agree upon the distribution of the ten (10) percent as a matter of contract between each other;
  - (iv) Plus actual direct premium costs of payment and performance bonds required of the Contractor provided there would be an appropriate credit for premiums for a credit change order;
  - (v) If the extra work requires the use of heavy equipment, cranes and hoisting equipment, and special tools not on site and not originally required to be used upon the work, then the cost of transportation to and from the work site, not exceeding 100 miles, shall be included. The cost of extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the Contractor's management or office personnel, or any allowance for use of capital.

11.4.2 If the net change is an addition to the Contract Sum, it shall include the Contractor's overhead, superintendence and profit. On any change that involves a net credit, no allowance for overhead superintendence and profit 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, notwithstanding any net increase in the Contract Sum. Charges for small tools known as "tools of the trade" are not to be computed in the amount of an equitable change.

## **SECTION 12 - Uncovering and Correction of Work**

### **12.1 UNCOVERING OF WORK**

- 12.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.
- 12.1.2 If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which event the Owner shall be responsible.

## 12.2 CORRECTION OF WORK

- 12.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby and any costs, loss, or damages to the Owner resulting from such failure or defect.
- 12.2.2 If, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the Owner.
- 12.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.
- 12.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor

should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate Contractors destroyed or damaged by such correction or removal.

12.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

### 12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 103: SUPPLEMENTARY GENERAL CONDITIONS STATUTORY PROVISIONS FOR MASSACHUSETTS PUBLIC CONSTRUCTION CONTRACTS

The following provisions are required by or are intended to be consistent with requirements of Massachusetts statutes governing public construction contracts in the commonwealth of Massachusetts (hereinafter referred to as the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the parties recognize that other rights, duties, and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the provisions of these Supplementary General Conditions and other provisions in the Contract Documents, the provisions of these Supplementary General Conditions shall govern. In case of conflict between the provisions of these Supplementary General Conditions and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "awarding authority" appears in the following paragraphs, it shall be taken as meaning the Owner.

### **SECTION 1 - Payment, Contract Administration**

#### 1.1 "OR EQUAL" CLAUSE: (Statutory reference: M.G.L. Chapter 30, Section 39M(b))

1.1.1 This Paragraph 1.1 applies to every contract for the construction, reconstruction or repair of any public work or for the purchase of any material by the Commonwealth, any political subdivision thereof, or any county, city, town, district or housing authority (above certain dollar limits, as stated in the statute), and to contracts awarded pursuant to M.G.L. Chapter 149, Sections 44A through 44H. The said Sections 44A through 44H apply to every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a department, agency, board, commission, authority, or other instrumentality or the Commonwealth or political subdivision thereof, or two or more subdivisions thereof, but not including the Massachusetts Bay Transportation Authority, estimated to cost more than a dollar amount set forth in M.G.L. Chapter 149, Section 44A.

1.1.2 Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the Engineer:

- (a) It is at least equal in quality, durability, appearance, strength, and design;
- (b) It performs at least equally the function imposed in the general design for the work;
- (c) It conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the specifications.
- (d) Any structural or mechanical changes made necessary to accommodate substituted equipment under this paragraph shall be at the expense of the Contractor responsible for the work item. See other paragraphs of General and Supplementary Conditions for procedures to be used in determining compliance with the standards of this paragraph.

#### 1.2 DELAYS: (Statutory reference: Chapter 30, Section 39O).

1.2.1 This Paragraph 1.2 applies to every contract subject to M.G.L. Chapter 30, Section 39M and to every contract subject to Chapter 149, Sections 44A through 44H. Except as otherwise provided by law and by this Paragraph 1.2, the Contractor shall not be entitled to damages on account of any hindrances or delays, avoidable or unavoidable; but if such delay be occasioned by the awarding authority, the Contractor may be entitled to an extension of time only, in which to complete the work, to be determined by the Engineer.

(a) The awarding authority may 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 to be appropriate for the convenience of the awarding authority; provided, however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the awarding authority to act within a time as may be otherwise specified in this contract and without the fault or negligence of the Contractor, 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 or overhead to the 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 Contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract, and except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

### 1.3 DEVIATIONS: (Statutory referenced: M.G.L. Chapter 30, section 39I)

1.3.1 This Paragraph 1.3 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the Commonwealth or any political subdivision thereof.

1.3.2 The Contractor shall perform all the work required by this contract in conformity with the plans and specifications contained herein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the Engineer in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract, such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such Engineer or Engineer so authorized to approve such deviation. Within thirty days thereafter, such 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 therefor (2) that the specified deviation does not materially injure the project as a whole; (3)

that either the work substituted for the work specified is the same cost and quality, or that an equitable adjustment has been agreed upon between the awarding authority and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the awarding authority.

1.3.3 Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

1.4 FINALITY OF DECISIONS BY AWARDING AUTHORITY OR ENGINEER: (Statutory reference: M.G.L. Chapter 30, Section 39J)

1.4.1 This Paragraph 1.4 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the Commonwealth or by any county, city, district, board, commission, or other public body, when the amount of the contract exceeds the amount stated in M.G.L. Chapter 30, Section 39J.

1.4.2 Notwithstanding any contrary provision of this contract, no decision by the awarding authority or by the Engineer on a dispute, whether of fact or of law, arising under said contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

1.5 DIFFERING SITE CONDITIONS: (Statutory reference: M.G.L. Chapter 30, Section 39N)

1.5.1 This Paragraph 1.5 applies to every contract subject to M.G.L. Chapter 30, Section 39M and to every contract subject to M.G.L. Chapter 49, Sections 44A through 44H.

1.5.2 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 awarding authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions.

1.5.3 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.

1.5.4 Upon receipt of such a claim from a Contractor, or upon its own initiative, the awarding 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 such a nature as to cause an increase or decrease in the cost of the work, the awarding authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.6 TIMELY DECISION BY AWARDING AUTHORITY: (Statutory reference: M.G.L. Chapter 30, Section 39P)

1.6.1 This Paragraph 1.6 applies to every contract subject to M.G.L. Chapter 30, Section 39M, and to every contract subject to M.G.L. Chapter 149, Sections 44A through 44H.

1.6.2 In every case in which this contract requires the awarding authority, any official, or its Engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, the decision shall be made promptly and, in any event, no later than thirty (30) days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, or Engineer shall, within thirty (30) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

1.7 CERTIFICATE OF APPROPRIATION: (Statutory reference: M.G.L. Chapter 44, Section 31C)

1.7.1 This Paragraph 1.7 applies to contracts for construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work by any city or town costing more than the amount set forth in M.G.L. Chapter 44, Section 31C.

1.7.2 This Contract shall not be deemed to have been made until the auditor or accountant or other officer of the City of Quincy having similar duties has certified thereon that an appropriation in the amount of this contract is available therefor and that an officer or agent of the awarding authority has been authorized to execute said contract and approve all requisitions and change orders.

1.7.3 No order to the Contractor for a change in or addition to the work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the awarding authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefor; but such certificate shall not be taken as an admission by the awarding authority of its liability to pay for such work.

1.7.4 The certificate of the auditor or accountant or other officer of the awarding authority having similar duties that an appropriation in the amount of this contract or in the amount of such order is available shall bar any defense by the awarding authority on the ground of insufficient appropriation.

1.8 METHOD OF PAYMENT: (Statutory reference: M.G.L. Chapter 30, Section 39K)

1.8.1 This Paragraph 1.8 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the Commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than two-thousand (\$2,000) dollars.

1.8.2 Within fifteen (15) days 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 Sub-contractor has title and has authorized the Contractor to transfer title to the awarding authority, less (1) a

retention based on its estimate of the full value of its claims against the Contractor and less (2) a retention for direct payments to Sub-contractors based on demands for same in accordance with the provisions of Paragraph 1.10 of these Supplementary General Conditions, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment.

- 1.8.3 After the receipt of a periodic estimate requesting final payment and within sixty-five (65) 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 Sub-contractors based on demands for same in accordance with the provisions of Paragraph 1.10 of these Supplementary General Conditions, or based on the record payments by the Contractor to the Sub-contractors under this contract if such record of payment indicates that the Contractor has not paid Sub-contractors as provided in Paragraph 1.10.
- 1.8.4 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 (3%) 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 (15) days after receipt of such 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 Sub-contractor a portion of any such interest paid in accordance with the amount due each Sub-contractor.
- 1.8.5 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 change 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.
- 1.8.6 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 subtrade and each sub-subtrade, listed in sub-bid form as required by the specifications, and a column listing the amount paid to each Sub-contractor and sub-Sub-contractor 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.

- 1.8.7 A certificate of the Engineer to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of Paragraph 1.4 of these Supplementary General Conditions, be conclusive for the purposes of this Paragraph 1.8.

1.9 METHOD OF PAYMENT: (Statutory reference: M.G.L. Chapter 30, section 39G)

- 1.9.1 This Paragraph 1.9 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways; including bridges and other highway structures, sewers and water mains, airports and other public works entered into with the commonwealth, or any agency or political subdivision thereof.
- 1.9.2 Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the Contractor shall present in writing to the awarding authority its certification that the work has been substantially completed.
- 1.9.3 Within twenty-one (21) days thereafter, the awarding authority shall present to the Contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed.
- 1.9.4 The awarding authority 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.
- 1.9.5 In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the twenty-one (21) day period, the Contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.
- 1.9.6 Within sixty-five (65) days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the Contractor for acceptance a substantial completion estimate for the quality and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one (1%) percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work.
- 1.9.7 If the awarding authority fails to prepare and send to the Contractor any substantial completion estimate required by section 1.9.5, on or before the date herein above set forth, the awarding authority shall pay to the Contractor interest on the amount which would have been due to the Contractor pursuant to such substantial completion estimate, at the rate of three percentage

points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the Contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

- 1.9.8 Within fifteen (15) days after the effective date of the declaration of substantial completion, the awarding authority shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty-five (45) days after the receipt of such list or before the then contract completion date, whichever is later. If the Contractor fails to complete such work within such time, the awarding authority may, subsequent to seven (7) 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.
- 1.9.9 Within thirty (30) days after receipt by the awarding authority of a notice from the Contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the Contractor for acceptance, a final estimate for the quantity and price of the work done and all retainage on that work less the payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed.
- 1.9.10 If the awarding authority fails to prepare and sends to the Contractor the final estimate within thirty (30) days after receipt of notice of completion, the awarding authority 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 awarding authority sends the final estimate to the Contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory.
- 1.9.11 Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.
- 1.9.12 The awarding authority shall pay the amount due pursuant to any periodic substantial completion or final estimate within thirty-five (35) 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 contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claim against the Contractor, a retention for direct payments to Sub-contractors based on demands for same in accordance with the provisions of section 1.10, and a retention to secure satisfactory performance of the contractual work not exceeding five (5%) percent of the approved amount of any periodic payment, and

the same right to retention shall apply to bonded Sub-contractors entitled to direct payment under section 1.10; provided, that a five (5%) percent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

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

1.9.14 Substantial completion, for the purpose of this section 1.9, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

1.10 DIRECT PAYMENT: (Statutory reference: M.G.L. Chapter 30, Section 39F)

1.10.1 This Paragraph 1.10 applies to every contract awarded pursuant to M.G.L. Chapter 149, Sections 44A through 44H, and (with the exception of Subparagraph 1.10.9) to every contract awarded pursuant to M.G.L. Chapter 30, Section 39M.

1.10.2 Not later than the sixty-fifth day after each Sub-contractor substantially completes the 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 Sub-contractor; and the awarding authority shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Sub-contractor 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 Sub-contractor by the Contractor.

1.10.3 Each payment made by the awarding authority to the Contractor pursuant to Subparagraphs 1.10.2 and 1.10.3 of this Paragraph 1.10 for the labor performed and the materials furnished by a Sub-contractor shall be made to the Contractor for the account of that Sub-contractor; and the awarding authority shall take reasonable steps to compel the Contractor to make each such payment to each such Sub-contractor. If the awarding authority has received a demand for direct payment from a Sub-contractor 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 Sub-contractor as provided in Subparagraphs 1.10.1 and 1.10.2, the awarding authority shall act upon the demand as provided in this Paragraph 1.10.

1.10.4 If, within seventy (70) days after the Sub-contractor has substantially completed the subcontract work, the Sub-contractor 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 awarding authority as to the estimated cost of completing the incomplete and unsatisfactory items of work, the Sub-contractor 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 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 Sub-contractor has substantially completed the subcontract work. Within ten days after the Sub-contractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be 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 Sub-contractor 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 Sub-contractor.

- 1.10.5 Within fifteen (15) 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 Sub-contractor 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 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 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 1.10.4. The awarding authority shall make further direct payments to the Sub-contractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this Subparagraph.
- 1.10.6 The awarding authority shall forthwith deposit the amounts deducted from a direct payment as provided in part (iii) of Subparagraph 1.10.5 in an interest-bearing joint account in the names of the Contractor and the Sub-contractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the Contractor and the Sub-contractor and shall notify the Contractor and the Sub-contractor 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 Sub-contractor or as determined by decree of a court of competent jurisdiction.
- 1.10.7 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Subparagraph 1.10.6 shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Sub-contractor and out of amounts which later become payable to the Contractor and in the order or receipt of such demands from Sub-contractors. All direct payments shall discharge the obligation of the awarding authority to the Contractor to the extent of such payment.
- 1.10.8 The awarding authority shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Subparagraph 1.10.6, are sufficient to satisfy all unpaid balances of demands for direct payments received from Sub-contractors. All such amounts shall be earmarked for such direct payments, and the Sub-contractors shall have

a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

- 1.10.9 If the Sub-contractor does not receive payment as provided in Subparagraph 1.10.1 or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Sub-contractor and the Sub-contractor does not receive payment for same when due less the deductions provided for in Subparagraph 1.10.1, the Sub-contractor may demand direct payment by following the procedure in Subparagraph 1.10.4 and the 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 Sub-contractor performed or furnished the labor and materials for which the Sub-contractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the awarding authority shall proceed as provided in Subparagraphs 1.10.5, 1.10.6, 1.10.7 and 1.10.8.
- 1.10.10 Any assignment by a Sub-contractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. Chapter 149, Section 29 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 awarding authority or which are on deposit pursuant to Subparagraph 1.10.6 shall be subordinate to the rights of all Sub-contractors who are entitled to be paid under this section and who have not been paid in full.
- 1.10.11 "Sub-contractor" as used in this Paragraph 1.10 (i) for contracts awarded as provided in M.G.L. Chapter 149, Sections 44A-44H, inclusive, shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor, and (ii) for contracts awarded as provided in M.G.L. Chapter 30, Section 39M(a), shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general Contractor.
- 1.10.12 A Contractor or a Sub-contractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Sub-contractor shall enforce a claim for direct payment or a right to require a deposit as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the awarding authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. Chapter 231, Sections 59 and 59B shall apply to such petitions. The Court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to Sections 59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Sub-contractor with the petition of one or more Sub-contractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated

arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Sub-contractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the awarding authority claiming a demand for direct payment is premature, and such Sub-contractor must file the petition before the awarding authority has made a direct payment to the Sub-contractor and has made a deposit of the disputed portion as provided in part (iii) of Subparagraph 1.10.5 and in Subparagraph 1.10.6.

1.10.13 In any petition to collect any claim for which a Sub-contractor has filed a demand for direct payment the court shall, upon motion of the Contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of Subparagraph 1.10.5 and in subparagraph 1.10.6 any amount held under a trustee writ or pursuant to a restraining order or injunction.

#### 1.11 DISCHARGE OR RELEASE OF BONDS: (Statutory reference: M.G.L. c. 30, section 40)

1.11.1 This Paragraph 1.11 applies to every contract awarded for the construction or repair of public buildings or other public works.

1.11.2 Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken.

## **SECTION 2 - Wages and Employment Practices**

#### 2.1 Preference To Veterans and Citizens In Public Works; Rate of Wages: (Statutory reference: M.G.L. c. 149, Section 26)

2.1.1 This Paragraph 2.1 applies to every contract or subcontract for the construction of public works by the Commonwealth or by a county, town or district.

2.1.2 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six (6) months at the commencement of their employment, who are veterans as defined in M.G.L. Chapter 4, Section 7, clause 43, 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 (6) months at the commencement of their employment, and if they cannot be obtained in sufficient numbers,

then to citizens of the United States, and every contract for such work shall contain a provision to this effect.

2.1.3 Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give performance to veterans and citizens who are residents of such county, town or district.

2.1.4 The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and Industries as hereinafter provided; provided that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or Town where said works are being constructed; provided further, that where the same public work is to be constructed in two or more Town, the wages paid to laborers shall not be less than those paid to laborers in the municipal town paying the highest rate; provided further, that if, in any of the Town where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in Town where no such rate or rates have been established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the Commonwealth or a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one- thousand (\$1,000) dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

2.2 List of Jobs; Classifications; Determination of Rate of Wages; Schedule: (Statutory reference: M.G.L. Chapter 149, Section 27)

2.2.1 This Paragraph 2.2 applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

2.2.2 The commissioner shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to be constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed.

2.2.3 The commissioner shall classify said jobs, and he may revise such classifications from time to time, as he may deem advisable. Prior to awarding a contract for the construction of public works, said public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed, and shall request the commissioner to determine the rate of wages to be paid on each job.

- 2.2.4 The commissioner, subject to the provisions of Paragraph 2.1 of these Supplementary General Conditions, shall proceed forthwith to determine the same, and shall furnish said official or public body with a schedule of such rate or rates of wages as soon as said determination shall have been made.
  - 2.2.5 In advertising or calling for bids for said works, the awarding official or public body shall incorporate said schedule in the advertisement or call for bids by an appropriate reference thereto, and shall furnish a copy of said schedule without cost, to any person requesting the same. Said schedule shall be made a part of the contract for said works and shall continue to be the minimum rate or rates of wages for said employees during the life of the contract.
  - 2.2.6 Any person engaged in the construction of said works shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract.
  - 2.2.7 The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit 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.
  - 2.2.8 Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction. Note: The awarding authority does not guarantee the accuracy of any schedule of wage rates furnished to the Contractor hereunder, and the Contractor shall be responsible for ascertaining the prevailing wages in the area where the work will be performed.
- 2.3 Employment Records To Be Kept By Contractor, Statement of Compliance: (Statutory reference: M.G.L. c 149, Section 27B)
- 2.3.1 This Paragraph 2.3 applies to every contract for the construction of public works by the Commonwealth, or by a county, town or district.
  - 2.3.2 Every Contractor or public body engaged in said public works to which Paragraph 2.3 of these Supplementary General Conditions applies shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee and shall furnish to the Commissioner of Labor and Industries, 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 of Labor and Industries at any reasonable time, and as often as may be necessary.
  - 2.3.3 Each such Contractor or public body shall preserve its payroll records for a period of three years from the date of completion of the contract.
  - 2.3.4 Each such Contractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work a statement, executed by the Contractor or public body who supervises the payment of wages, in the following form.

STATEMENT OF COMPLIANCE

1. \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_  
(Contractor or public body)

on the \_\_\_\_\_ and that all mechanics  
(Building or Project)

and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

The above mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the Contractor for such inspections.

2.4 Wages Paid to Operators of Trucks and Other Equipment: (Statutory reference: M.G.L. c. 149, Section 27F)

2.4.1 This Paragraph 2.4 applies to every contract for the construction of public works by the Commonwealth, or by a county, city, town or district.

2.4.2 Prescribed rates of wages, as determined by the commissioner of Labor and Industries, shall be paid to the operators of all trucks, vehicles or equipment employed on the Project. Said rates of wages shall be requested of said Commissioner by the awarding authority and shall be furnished by the Commissioner in a schedule containing the classification of jobs, and the rate of wage to be paid for each job. Said rates of wages shall include payments to health and welfare plans, or, if no such plan is in effect between employers and employees, the amount of such payments shall be paid directly to said operators.

2.5 EIGHT-HOUR DAY, ETC.: (Statutory reference: M.G.L. Chapter 149, Sections 30, 34, and 34A)

2.5.1 This Paragraph 2.6 applies only to contracts which are subject to the provisions of the aforesaid sections of the Massachusetts General Laws.

2.5.2 No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

2.6 LODGING, ETC.: (Statutory reference: M.G.L. Chapter 149, Section 25)

2.6.1 This paragraph 2.7 applies to every contract for the doing of public work with the Commonwealth, a county, city or town, or with a department, board, commission, or officer acting therefor.

2.6.2 Every employee under this contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

2.7 ACCESS TO CONTRACTOR'S RECORDS: (Executive Order No. 195)

2.7.1 This Paragraph 2.8 applies to every contract for the purchase of services or materials by any agency, bureau, board, commission, institution, or department of the Commonwealth or a municipal contract funded, in whole or in part, by the Commonwealth.

2.7.2 The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.

2.8 WORKER'S COMPENSATION INSURANCE: (Statutory reference: M.G.L. chapter 149, Section 34)

2.8.1 This Paragraph 2.9 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof.

2.8.2 The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of and the furnishing of other benefits under M.G.L. Chapter 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this Paragraph 2.9 must be furnished at the time of execution of this contract.

2.8.3 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation

of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to other party and to the awarding authority at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

### **SECTION 3 - Contractor's Accounting Method Requirement**

#### 3.1 DEFINITIONS: (Statutory reference: M.G.L. Chapter 30, Section 39R)

- 3.1.1 This Article 3 applies to "Contracts" and "Contractors", as defined in Subparagraph 3.1.1 and 3.1.2, below.
- 3.1.2 "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to Section 39M of Chapter 30, Sections 44A-44J inclusive, of Chapter 149, and Sections 30B-30P, inclusive, of Chapter 7.
- 3.1.3 "Contract" means any contract awarded or executed pursuant to Sections 30B-30P, inclusive, of Chapter 7, and any contract awarded or executed pursuant to Section 39M of Chapter 30, or Sections 44A-44H, inclusive, of Chapter 149, which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. Chapter 30, Section 39R.
- 3.1.4 "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.
- 3.1.5 "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 who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- 3.1.6 "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepting 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.
- 3.1.7 "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he/she has made and sets 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 reasons therefor shall be stated. An accountant's report shall include as a part thereof 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 auditing financial statement is a true and complete statement of the financial condition of the Contractor.

3.1.8 "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.

3.1.9 Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

3.2 Subparagraph 3.1.2 hereof notwithstanding, every agreement or contract awarded or executed pursuant to Sections 30B-30P, inclusive, of Chapter 7, and pursuant to Section 39M of Chapter 30 or to Sections 44A-44H, inclusive, of Chapter 149, shall provide that:

3.2.1 The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor;

3.2.2 Until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor;

3.2.3 If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes;

3.2.4 If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Paragraph 3.3 below prior to the execution of the contract; and

3.2.5 If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Paragraph 3.5 below.

3.3 Every Contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

3.3.1 Transactions are executed in accordance with management's general and specific authorization;

3.3.2 Transactions are recorded as necessary:

(a) To permit preparation of financial statements in conformity with generally accepted accounting principles and

(b) To maintain accountability for assets;

- 3.3.3 Access to assets is permitted only in accordance with management's general or specific authorization; and
- 3.3.4 The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- 3.4 Every Contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to:
  - 3.4.1 Whether the representations of management in response to this paragraph and Paragraph 3.2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and
  - 3.4.2 Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.
- 3.5 Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

#### **SECTION 4 - Miscellaneous**

##### **4.1 Weather Protection**

4.1.1 This Paragraph 4.1 applies to every contract subject to M.G.L. Chapter 149, Section 44A.

4.1.2 The Contractor shall install weather protection and provide adequate heat in the protected area from November 1 to March 31, as required by M.G.L. Chapter 149, Section 44F(1).

##### **4.2 [RESERVED]**

##### **4.3 Foreign Corporations**

4.3.1 This Paragraph 4.3 applies to every contract with the Commonwealth, a county, city, town, district, board, commission, or other public body for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building or other public works.

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

##### **4.4 SHORING: (Statutory reference: M.G.L. Chapter 149, Section 129A)**

4.4.1 This Paragraph 4.4 applies to every construction project carried on by any city, town, county, or other subdivision of the Commonwealth in which a trench is to be dug to a depth of six and one-half feet which will be open less than 48 hours, and except for digging of graves.

4.4.2 Trenches shall be shored and braced in conformity with rules and regulations relating thereto, adopted and enforced by the Department of Labor and Industries.

4.5 CERTIFICATION OF COMPLIANCE WITH TAX LAWS: (Statutory reference: M.G.L. Chapter 62C, Section 49A)

4.5.1 This Paragraph 4.5 applies to contracts for goods or services furnished by any department, board, commission, division, authority, district or other agency of the Commonwealth or any subdivision of the Commonwealth, including a city, town or district.

4.5.2 By executing this contract, the Contractor certifies, under penalties of perjury, that to the best of his information, knowledge and belief he has complied with all laws of the Commonwealth relating to taxes.

## ARTICLE 104: OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ at the City of Quincy and Commonwealth of Massachusetts, by and between (hereinafter called the Contractor), and the City of Quincy, Massachusetts for the Commonwealth of Massachusetts (hereinafter called the Owner).

### WITNESSETH

That the Contractor, in consideration of the payments hereinafter mentioned, and of the fulfillment of the agreements herein mutually entered into, agrees with the City of Quincy:

#### **SECTION 1 - Scope of Work**

- 1.1 The Contractor shall, pursuant to the terms of this AGREEMENT, provide all the supplies, materials, and equipment, and perform all the labor, services and supervision necessary and proper for City Hall improvements (hereinafter called the "Project") in the City of Quincy, Massachusetts, and to accomplish any and all work incidental thereto.

#### **SECTION 2 - Bonds**

- 2.1 The Contractor shall obtain and deposit with the City of Quincy the following bond(s) in the amount of:

PERFORMANCE BOND: 100%

PAYMENT BOND: 100%

with sureties satisfactory to the Contracting Officer to (a) guarantee the faithful performance by the Contractor of all its obligations under this AGREEMENT and (b) constitute the security required by Massachusetts General Laws Chapter 149, Section 29, and Chapter 30, Section 39A, as amended. Cost of bonds must be included in the total cost of bid.

#### **SECTION 3 - Contracting Officer**

- 3.1 Wherever used in this AGREEMENT, the term "Contracting Officer" shall mean the City of Quincy Official(s) so designated below, or the individual duly appointed by him/her for the performance of any of his/her functions or responsibilities under this AGREEMENT. The work performed hereunder shall be carried out under the direction and subject to the approval and acceptance of the Director of Building Maintenance (hereinafter called the Contracting Officer).

**SECTION 4 - Incorporated Documents**

- 4.1 The performance of this AGREEMENT is subject to the provisions of the following documents, all of which are attached hereto and intended to be an integral part of this AGREEMENT (hereinafter collectively referred to as "the Contract Documents").
  - 4.1.1 Information to Bidders
  - 4.1.2 Bid Proposal
  - 4.1.3 Specifications, Drawings and Addenda
- 4.2 The Contract Documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this AGREEMENT and any of the other Contract Documents, the provisions of this AGREEMENT shall prevail. In the event of any conflict or inconsistency between this AGREEMENT, the Contract Documents and any applicable state law, the applicable statutory provisions shall prevail.

**SECTION 5 - Time for Performance**

- 5.1 Time is of the essence for this AGREEMENT. The work of this AGREEMENT must be substantially completed WITHIN 90 DAYS OF CONTRACT EXECUTION

**SECTION 6 - Price**

- 6.1 City of Quincy will pay the Contractor for all materials delivered or furnished and for all the work performed pursuant to Article (1) hereof a sum of money as follows:

\_\_\_\_\_ \$ \_\_\_\_\_.

**SECTION 7 - Payment**

- 7.1 Payment shall be made by the City of Quincy in accordance with General Laws Chapter 30, Section 39G (1988 ed.), as amended, which is included in the Supplementary General Conditions to the Contract.
  - 7.1.1 In addition to the retainage provided for in the above statutory provisions, the City of Quincy may also, with the written consent of the Contractor, use any of the sums payable under this contract to pay for labor, materials, and for the rental of equipment that has been furnished to the Contractor in connection with work under this contract, regardless of whether claims for such obligations have been filed with the City of Quincy under General Laws Chapter 149, Section 29 or Chapter 30, Section 39A.
  - 7.1.2 The payment shall be in full for furnishing all materials, supplies, labor services, supervision, tools and equipment and the use thereof as embraced under the AGREEMENT and shall also constitute the payment for all loss or damage to the Contractor arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final approval by the Contracting Officer, and for all risks to the Contractor of every description connected

with the prosecution of the work or infringement of patents, trademarks, or copyrights and for completing the work in an acceptable manner.

- 7.1.3 The payment of any periodic estimate or of any retained percentage shall in no way constitute an acceptance of the work or in no way prejudice or affect the obligation of the Contractor at his own cost or expense to repair, correct, renew, or replace any defects or imperfections in the construction as well as all damages due or attributable to such defects, nor shall any such payment for any current estimate or of any retained percentages prejudice or affect the rights of the City of Quincy to hold the Contractor liable for breach of contract or to avail itself of the remedies under Article 15, hereof.
- 7.1.4 If at any time there shall be evidence of any lien or other claim for which, if established, the City of Quincy may become liable, directly or indirectly, and which is chargeable to the Contractor, the City of Quincy may retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify it against any such claim. If there prove to be any such claim after all the payments are made, the Contractor shall refund to the City of Quincy all moneys that the City of Quincy pays in discharging such claim in consequence of the Contractor's default.
- 7.1.5 The Contractor, and each Sub-contractor, at every tier, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of Quincy relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Contractor, and each Sub-contractor, at every tier, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City of Quincy to immediately terminate this Agreement and take any other action authorized by law to collect any amounts due the City of Quincy.

## **SECTION 8 - Notice**

- 8.1 Wherever in this AGREEMENT that the City of Quincy is to give or receive a notice, the Contracting Officer as defined in Article (3) shall be the City of Quincy agent for such purpose.

## **SECTION 9 - Performance**

- 9.1 The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall keep the same under his personal control. He shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Contracting Officer. He shall not either legally or equitably assign any of the moneys payable under this contract or any claim thereto unless by and with like consent on the part of the Contracting Officer and the City of Quincy. He shall be responsible for all the acts and omissions of his employees and of all persons directly or indirectly employed by him in connection with the prosecution of this work.
- 9.2 The Contractor shall provide sufficient and proper facilities at all times for the inspection of the work by the City of Quincy. He shall, after receiving written notice that certain work or construction is improper, unsafe or defective or that such construction in any way fails to conform to the contract documents, forthwith remove such unsafe or defective construction and reconstruct the same in a manner satisfactory

to the Contracting Officer. Upon failure of the Contractor to remedy the construction after being so notified, the Contracting Officer may cause such defective work to be remedied or replaced and the City of Quincy may deduct the cost thereof from any moneys due or to become due the Contractor.

- 9.3 The City of Quincy, acting through the Town Engineer, shall have the authority to suspend the work wholly, or in part thereof, for such period as he shall deem necessary, due to failure of the Contractor to carry out orders given or to perform any provision of the contract. Upon receipt of written order from the Contracting Officer, the Contractor shall immediately suspend the work or such part thereof in accordance with the order. No work shall be suspended without the written permission of the Contracting Officer. The work shall be resumed when conditions so warrant, or deficiencies have been corrected and the condition of the contract satisfied as ordered or approved in writing by the Contracting Officer. No allowance of any kind will be made for suspension of work by order of the Contracting Officer pursuant to this paragraph.
- 9.4 If, during the process of the work, the Contractor or the City of Quincy 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 City of Quincy may request an equitable adjustment in the price of the AGREEMENT 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 the Contractor, or upon its own initiative, The City of Quincy 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 work, the City of Quincy shall make an equitable adjustment in the contract price and the AGREEMENT shall be modified in writing accordingly. (G. L. c. 30, s.39N, as amended, which is included in the Supplementary General Conditions).
- 9.5 The Contractor agrees that it will have no claim for damages of any kind on account of any delay in commencement of the Work, or any delay or suspension of any portion thereof, except as hereinafter provided. Post commencement, the Contractor shall have no claim for damages of any kind on account of any delay or suspension of any portion of the work except as hereinafter provided. Adjustments, if any, in the contract price due to a suspension, delay, interruption or failure to act by the City of Quincy shall be governed by the provisions of General Laws Chapter 30, section 39(O), as amended, which is included in the Supplementary Conditions. Provided, however, the provisions of this paragraph shall not apply to any suspension pursuant to paragraph 10(c), or for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this AGREEMENT provides for an equitable adjustment of the contract price, or time under any other AGREEMENT provision. Provided further, that no adjustment shall be made if the performance of the Contractor would have been prevented by other causes, even if the work had not been so suspended, delayed or interrupted by the City of Quincy.
- 9.6 The Contractor must submit the amount of a claim under provision 10.1.5 to the City of Quincy in writing as soon as practicable after the end of the suspension, delay or interruption or failure to act and, in any event, not later than the date of final payment under this AGREEMENT and, except for costs due to a

suspension order, the City of Quincy shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the City of Quincy in writing of the act or failure to act involved in the claim.

- 9.7 The City of Quincy may award other contracts for additional work. The Contractor shall cooperate fully with other Contractors and carefully fit his own work to that of other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor.
- 9.8 The Contractor shall comply with all the laws, state and federal, applicable to the work and construction herein provided for. This AGREEMENT is made subject to all laws, state and federal; and if any clause hereof does not conform to such law, then such clause shall be void and the operative state or federal law shall be inserted in lieu thereof. Any violation by the Contractor of state or federal laws relating to the employment of labor upon the work or the construction contemplated by this AGREEMENT shall be a sufficient cause for the City of Quincy to cancel the AGREEMENT without in any way being liable in damages therefor. Should the City of Quincy cancel the AGREEMENT because of the failure on the part of the Contractor to observe the state or federal laws, or the rules and regulations relating to employment and labor upon the work herein contemplated, then upon cancellation the City of Quincy reserves all rights and benefits herein or by law provided against the Contractor for the breach of the conditions of this AGREEMENT.
- 9.9 When the use of explosives is necessary for the prosecution of the work, the Contractor shall take the utmost care not to endanger life and property. Whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner. All such storage places shall be marked clearly "DANGEROUS - EXPLOSIVES", and shall be in the care of competent watchmen at all times. The method of storage and handling explosives and highly inflammable materials shall conform to all the State laws and regulations, as well as any local requirements.
- 9.10 Upon the completion of the work, the Contractor shall at his own expense remove all equipment, temporary Contractor's buildings and sheds, fencing, rubbish and waste material in and about the area that has been worked and he shall leave the premises and the work performed all in a neat and proper condition.
- 9.11 Before commencing the work, the Contractor shall, if required, submit a schedule of operations for approval by the Contracting Officer. The schedule shall show the methods and order of operations that the Contractor proposes to use. The approval of the schedule by the Contracting Officer shall not be construed as relieving the Contractor from any responsibility.
- 9.12 Should the Contractor be obstructed or delayed in the prosecution of the work by any act or neglect on the part of the City of Quincy, or as a result of damage which may be caused by lightning, earthquake, rain, storm, or cyclone, then the time fixed for completion may be extended for a period equivalent to the time lost by reason of any of the foregoing causes. No such extension shall be made unless a claim therefor is presented in writing to the Contracting Officer within forty-eight hours of the occurrence of such delay. The Contractor shall have no claim against the City of Quincy for damages on account of such delay. The duration of the extension itself must be certified to by the Contracting Officer.

## **SECTION 10 - Additional Work**

- 10.1 The Contractor agrees to perform any work related to the subject matter of the AGREEMENT, but not within the scope of the AGREEMENT and its specifications, upon the written order of the Contracting Officer, the payment for such extra work to be made in accordance with one of the methods set forth in Article 12 of the General Conditions of the Contract for Construction.
- 10.2 The Contracting Officer may make alterations in the line, grade, plan, form, dimensions, or materials of the subject matter of the contract, or any part thereof either before or after commencement of construction. Where such alterations increase the quantity or standard of the work to be done, payment for such increase shall be made in the same way that payment is made for such extra work under (a), above. Where such alterations diminish the quantity or standard of the work to be done, an adjustment shall be made to the benefit of the City of Quincy based upon the unit prices were used, or where unit prices are not used, as the Contracting Officer shall determine.

### **SECTION 11 - Employment**

- 11.1 The Contractor shall employ competent workers, and if notified by the Contracting Officer in writing that any person engaged upon the work is incompetent, unfaithful, disorderly or otherwise unsatisfactory, then such worker shall be discharged from the work.
- 11.2 No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth of Massachusetts in the employ of the Contractor or other persons doing or contracting to do the whole or part of the work contemplated by this AGREEMENT, shall be required or permitted to work more than eight hours in any one calendar day; or more than 48 hours in one week, or more than 6 days in any one week in full compliance with provisions of G. L. c. 149, sec. 34, except in cases of emergency.
- 11.3 Every employee in the work covered by this AGREEMENT shall lodge, board and trade where and with whom he elects and neither the Contractor nor his agents or employees shall directly or indirectly require as a condition of employment therein that an employee shall lodge, board or trade at a particular place or with a particular person.
- 11.4 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the Department of Public Health, local health officials or of other appropriate authorities. The maintenance of all sanitary facilities shall be subject to the laws of the Commonwealth and to the rules and regulations of the State Board of Health and of the Commissioner of Public Health for Quincy.
- 11.5 The Contractor shall, before commencing the work, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (Ter. Ed.) to all persons employed under the AGREEMENT, and he shall continue such insurance in force and effect during the term thereof. The City of Quincy may require the Contractor to deliver certificates of insurance as sufficient proof of compliance with the foregoing. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the AGREEMENT and shall entitle City of Quincy to terminate the AGREEMENT without in any way being liable in damages therefor.
- 11.6 The Contractor shall keep a true and accurate register of all mechanics, teamsters, chauffeurs and laborers employed upon the work contemplated by this AGREEMENT, showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to each such

employee, and shall furnish the Massachusetts Attorney General's office, or such other appropriate state official upon request a true statement thereof.

- 11.7 Minimum wage rates under the provisions of General Laws c. 149, section 27, as amended, have been determined by the state Department of Labor and Workforce Development, and the Contractor shall in the payment of wages be bound by them during the life of the AGREEMENT. The applicable schedule of minimum wage rates, as so determined, is incorporated elsewhere within the Contract Documents.

## **SECTION 12 - Termination**

- 12.1 If the Contractor shall be adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property shall be appointed, or if the work to be done under the AGREEMENT shall be abandoned, or if the AGREEMENT or any part thereof shall be sublet without the previous written consent of the Contracting Officer, or if the AGREEMENT or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the AGREEMENT, the Contracting Officer, for and in behalf of the City of Quincy, may notify the Contractor to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Contracting Officer may designate, remove his equipment, tools, supplies and materials as the Contracting Officer directs, and the City of Quincy may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor.
- 12.2 If the Contracting Officer shall certify by written notice to the Contractor that the rate of progress is not satisfactory, the Contracting Officer may, instead of notifying the Contractor to discontinue all of the 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. Unless the Contractor shall, within five days after 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 conditions of the work or such part thereof, or until the conditions as to the rate of progress shall, in the opinion of the Contracting Officer, be fulfilled, the City of Quincy may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Contracting Officer, be necessary to insure the completion of the work or such part thereof within the time specified or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from the Contracting Officer to the Contractor to increase his force, equipment or plant nor the employment of additional force, equipment or plant by the City of Quincy shall be held to prevent a subsequent notice to the Contractor from the City of Quincy to discontinue the work under the provisions of the preceding portion of this Article.
- 12.3 All expenses charged under this Article shall be deducted by the City of Quincy out of moneys then due or to become due the Contractor under this AGREEMENT, or any part thereof. In such accounting, The City of Quincy shall not be obligated to obtain the lowest figures for the work of completing the AGREEMENT or any part thereof, or for insuring its proper completion, and all sums actually paid by the City of Quincy shall be charged to the Contractor. If the expense so charged is greater than the sum which would have been payable under the AGREEMENT, if the same had been completed by the

Contractor, then the Contractor shall pay the amount of the excess to the City of Quincy upon completion of the work and without further demand being made therefor.

- 12.4 The Contractor shall not be relieved of liability to the City of Quincy by virtue of any termination of this AGREEMENT and any claim for damages against the Contractor relating to the Contractor's performance under this AGREEMENT shall survive any termination hereunder.

### **SECTION 13 - Guarantees**

- 13.1 The Contractor guarantees the work under this AGREEMENT and the materials furnished by him for use in connection therewith to be free from defects or flaws for five years after the completion of the AGREEMENT. It is expressly understood, however, that this guarantee provision shall not absolve the Contractor from any liability to the City of Quincy arising out of a failure to substantially comply with the terms of the AGREEMENT.
- 13.2 If at any time within said guaranty period, any part of the work constructed under the terms of this AGREEMENT shall in the opinion of the Contracting Officer require repairing due to defective work or materials furnished by the Contractor he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving him notice thereof and to complete the same to the satisfaction of the Contracting Officer with reasonable dispatch, then the latter may employ other persons to make such repairs. The City of Quincy shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

### **SECTION 14 - Indemnification**

- 14.1 The Contractor shall indemnify and save harmless the City of Quincy and all of its officers, agents and employees against all suits, claims or liability of every name, nature, and description arising out of or in consequence of the acts or omissions of this AGREEMENT in the performance of the work covered by the contract and/or his failure to comply with the terms and conditions hereof; and will at his own cost and expense defend any and all such suits and actions.
- 14.2 The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall save the City of Quincy harmless from all claims for bodily injuries or death to any person and from all claims for property damage or destruction arising out of the use or storage of explosives and highly inflammable materials.
- 14.3 The Contractor further covenants to hold and save the City of Quincy, its officers, servants and employees harmless from and against all and every demand or demands, of any nature or kind for or on account of the use of any patented invention, article or appliance included in the materials and equipment agreed to be furnished, supplied or used under this AGREEMENT.

### **SECTION 15 - Insurance**

- 15.1 The Contractor shall carry public liability insurance so as to save the City of Quincy harmless from any and all claims for damages arising out of bodily injury to, or death of, any person or persons and for all claims for damages arising out of injury to or destruction of property caused by accidents resulting from the use of implements, equipment or labor used in the performance of the AGREEMENT or from any

neglect, default, omission or want of proper care or misconduct on the part of the Contractor or of any one in his employ during the execution of the work. Such insurance shall include coverage for blasting and explosion if explosives are to be used.

- 15.2 The Contractor shall carry any other types of insurance as may be required elsewhere in the Contract Documents. All insurance policies required in the Contract Document shall be provided by companies satisfactory to the City of Quincy.
- 15.3 Prior to starting work under this AGREEMENT the Contractor shall deposit with the City of Quincy's Engineering Division certificates from the insurers to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the City of Quincy.
- 15.4 Unless greater amounts of insurance coverage are required elsewhere in the Contract Documents, the amounts of such public liability insurance shall not be less than the minimum amounts set forth below:
  - 15.4.1 Commercial General Liability \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.
  - 15.4.2 Automotive Liability, for bodily injury & property damage combined single limit of, \$1,000,000.00 (all owned, hired and non-owned autos).
- 15.5 Unless greater amounts of insurance coverage are required elsewhere in the Contract Documents, the Contractor shall also carry bodily injury and property damage insurance in amounts not less than those set forth above covering the operation of all motor vehicles owned by the Contractor and engaged in this work.
- 15.6 No cancellation of any insurance whether by the insurer or by insured shall be effective unless written notice thereof is given to the City of Quincy at least fifteen days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation the Contractor shall take out new insurance to cover the policies so canceled. The Insurance Companies shall remain liable, however, until new and satisfactory insurance policies have been delivered to and accepted by the City of Quincy.

#### **SECTION 16 - Conflict of Interest**

- 16.1 The Contractor warrants that he has complied with all provisions of law regarding the award of this AGREEMENT and that he, or his employees, agents, officers, directors or trustees have not offered or attempted to offer anything of value to any employee of the City of Quincy in connection with this AGREEMENT.
- 16.2 The Contractor further warrants that no elected official or employee of the City of Quincy, including unpaid members of the City of Quincy boards and commissions, serves as an officer, director, trustee or employee of Contractor, and that no elected officials or employees of the City of Quincy have or will have a direct or indirect financial interest in this AGREEMENT.
- 16.3 Violation of this Article shall be material breach of this AGREEMENT and shall be grounds for immediate termination of this AGREEMENT by the City of Quincy without regard to any enforcement activities undertaken or completed by any enforcement agency.

16.4 Termination of this AGREEMENT pursuant to this Article shall not waive any claims for damages that the City of Quincy may have against the Contractor resulting from Contractor's violation of the terms of this Article.

**SECTION 17 - Severability**

17.1 If any provision of this AGREEMENT is held invalid by any court or body of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect.

**SECTION 18 - Headings**

18.1 The section headings in this AGREEMENT are for convenience and reference only and in no way define or limit the scope or content of this AGREEMENT or in any way affect its provisions.

**SECTION 19 - Amendments**

19.1 This AGREEMENT may be amended or modified only by written instrument duly executed by the parties.

**SECTION 20 - Entire Agreement**

20.1 This AGREEMENT contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

20.2 IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal, and the City of Quincy has caused its corporate seal to be hereto affixed and this AGREEMENT to be executed in its name and behalf the day and year first written above.

City of Quincy

(CONTRACTOR)

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

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

Gary Cunif

Director of Public Buildings Department (Seal)

**SECTION 21 - Certification of Funding**

21.1 I certify that an appropriation of funds in the amount of this Agreement is contained in account number \_\_\_\_\_.

ARTICLE 105: PAYMENT BOND

KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_ a corporation duly established by law and having a usual place of business at as PRINCIPAL, and, \_\_\_\_\_ a corporation organized under the laws of the **(State/Commonwealth)** of \_\_\_\_\_ and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Quincy, Massachusetts for the Commonwealth of Massachusetts, in the sum of \_\_\_\_\_lawful money of the United States of America, to be paid to the City of Quincy, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the City of Quincy, said Agreement being for the \_\_\_\_\_ in the City of Quincy, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall pay for all labor performed or furnished and for all materials used or employed or any appliance and equipment used or employed or rented or hired out in the execution of said Agreement and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Agreement that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 149, Section 29 and Chapter 30, Section 39A as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificated copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

(Principal) (Seal)

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

(Surety) (Seal)

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

Attorney-in-Fact

## ARTICLE 107: APPLICATIONS FOR PAYMENT

### SECTION 1 - General

#### 1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

#### 1.2 SUMMARY

- 1.2.1 This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

- (a) Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

- 1.2.2 The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

#### 1.3 SCHEDULE OF VALUES

- 1.3.1 Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

- (a) Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- (i) Contractor's construction schedule.

- (ii) Application for Payment form.

- (iii) Schedule of allowances, if any.

- (iv) Schedule of alternates, if any.

- (v) List products.

- (vi) List of principal suppliers and fabricators.

- (vii) Schedule of submittals.

- (b) Submit the Schedule of Values to the Engineer at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

- (c) Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

1.3.2 Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Coordinate with the Clerk of the Works for exact breakdown of major categories of work.

(a) Identification: Include the following Project identification on the Schedule of Values:

- (i) Project name and location.
- (ii) Name of the Engineer.
- (iii) Project number.
- (iv) Contractor's name and address.
- (v) Date of submittal.

(b) Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- (i) Generic name.
- (ii) Related Specification Section.
- (iii) Name of manufacturer or fabricator.
- (iv) Name of supplier.
- (v) Change Orders (numbers) that have affected value.
- (vi) Dollar value to nearest dollar.
- (vii) Percentage of Contract Sum to the nearest percent, adjusted to total 100 percent.

(c) Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

(d) Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

(e) For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

(f) Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

- (i) At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
- (g) Schedule Updating: Update and resubmit the Schedule of Values when Change Orders result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT:

- 1.4.1 Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.
  - (a) The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- 1.4.2 Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.
- 1.4.3 Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment. No exceptions will be made.
- 1.4.4 Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
  - (a) Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  - (b) Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- 1.4.5 Transmittal: Submit six (6) executed copies of each Application for Payment to the Engineer by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including proof of payments (see, 1.4F) and similar attachments, when required.
  - (a) Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Engineer.
  - (b) With each requisition, after the first requisition, submit one (1) copy of up-dated as-built drawings for all underground and concealed work, showing locations, depths, or elevations.
- 1.4.6 Proof of Payments: With each Application for Payment, submit proof of payment to every supplier, at each tier, entitled to payment under the previous requisition and periodic payment made by the Owner to the Contractor on behalf of all such entities.
  - (a) Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

- (b) When an application shows completion of an item, submit final or full waivers or proof of payments.
- (c) Proof of Payment Delays: Submit each Application for Payment with the Contractor's proof of payment for the period of construction covered by the Application or it may be returned as incomplete.
  - (i) Submit final Application for Payment with or proceeded by final proof of payment for every entity involved with performance of Work covered by the application that could lawfully be entitled to file for direct payment under M.G.L. c. 30, s. 39F, and/or against the Contractor's Labor and Materials Payment Bond.
- (d) Submit proof of payment in a manner acceptable to Owner.

1.4.7 Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- (a) List of principal suppliers and fabricators.
- (b) Schedule of Values.
- (c) Contractor's Construction Schedule (preliminary, if not final).
- (d) Schedule of principal products.
- (e) Submittal Schedule (preliminary, if not final).
- (f) List of Contractor's staff assignments.
- (g) List of Contractor's principal consultants.
- (h) Copies of building permits.
- (i) Copies of authorizations and licenses from governing authorities for performance of the Work.
- (j) Initial progress report.
- (k) Report of pre-construction meeting.
- (l) Certificates of insurance and insurance policies.
- (m) Performance and payment bonds (if required).
- (n) Data needed to acquire Owner's insurance.
- (o) Initial settlement survey and damage report, if required.

1.4.8 Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any

Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

1.4.9 Administrative actions and submittals that shall proceed or coincide with Application for Payment at Substantial Completion include:

- (a) Occupancy permits and similar approvals.
- (b) Warranties (guarantees) and maintenance agreements.
- (c) Test/adjust/balance records.
- (d) Maintenance instructions.
- (e) Meter readings.
- (f) Start-up performance reports.
- (g) Change over information related to Owner's occupancy, use, operation and maintenance.
- (h) Final cleaning.
- (i) Application for reduction of retainage, and consent of surety.
- (j) Advice on shifting insurance coverages.
- (k) Final progress photographs.
- (l) List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

1.4.10 Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- (a) Completion of Project closeout requirements.
- (b) Completion of items specified for completion after Substantial Completion.
- (c) Assurance that unsettled claims will be settled.
- (d) Assurance that Work not complete and accepted will be completed without undue delay.
- (e) Transmittal of required Project construction records to Owner.
- (f) Certified property survey.
- (g) Proof that taxes, fees and similar obligations have been paid.
- (h) Removal of temporary facilities and services.
- (i) Removal of surplus materials, rubbish and similar elements.
- (j) Change of door locks to Owner's access.

# ARTICLE 108: MODIFICATION PROCEDURES

## SECTION 1 - General

### 1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

### 1.2 SUMMARY

- 1.2.1 This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- 1.2.2 Related Sections: The following sections contain requirements that relate to this section:
  - (a) Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  - (b) Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.
  - (c) Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

### 1.3 MINOR CHANGES IN THE WORK

- 1.3.1 Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Engineer.

### 1.4 CHANGE ORDER PROPOSAL REQUESTS

- 1.4.1 Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Engineer, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
  - (a) Proposal requests issued by the Engineer are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
  - (b) Unless otherwise indicated in the proposal request, within twenty (20) days of receipt of the proposal request, submit to the Engineer for the Owner's review an estimate of cost necessary to execute the proposed change.
    - (i) Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - (ii) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

(iii) Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

1.4.2 Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer.

(a) Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and/or the Contract Time.

(b) Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

(c) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

(d) Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

## 1.5 ALLOWANCES

1.5.1 Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

(a) Include installation costs in the purchase amount only where indicated as part of the allowance.

(b) When requested, prepare explanations and documentation to substantiate the margins claimed.

(c) The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.

1.5.2 Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit, within twenty (20) days of receipt of the change order authorizing work to proceed. Claims submitted later than twenty (20) days will be rejected.

(a) The Change Order cost amount shall not include the Contractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from information in Contract Documents.

- (b) No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

## 1.6 CHANGE ORDER PROCEDURES

- 1.6.1 Upon the Owner's approval of a Change Order Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and Contractor.

## 1.7 OVERHEAD AND PROFIT

- 1.7.1 Overhead and Profit will be as noted elsewhere in these specifications.
- 1.7.2 In reviewing change orders, the Engineer will exercise his right to request a complete breakdown from the Contractor showing exact costs for labor and material, as well as delivery slips and invoices from suppliers.

## ARTICLE 109: PRODUCT SUBSTITUTIONS

### SECTION 1 - General

#### 1.1 RELATED DOCUMENTS

- 1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

#### 1.2 SUMMARY

- 1.2.1 This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- 1.2.2 The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals".
- 1.2.3 Standards: Refer to Section "Reference Standards and Definitions" for applicability of industry standards to products specified.
- 1.2.4 Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment".

#### 1.3 DEFINITIONS

- 1.3.1 Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- 1.3.2 Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:
  - (a) Specified options of products and construction methods included in Contract Documents.
  - (b) The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.4 SUBMITTALS

- 1.4.1 Substitution Request Submittal: Requests for substitution will be considered if received within sixty (60) days after commencement of the Work. Requests received more than sixty (60) days after commencement of the Work may be considered or rejected at the discretion of the Engineer.
  - (a) Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

- (b) Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate.
  - (i) Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - (ii) Samples, where applicable or requested.
  - (iii) A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect, i.e. color, texture, pattern, etc.
  - (iv) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
  - (v) A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - (vi) Cost information, including a proposal of the net change, if any, in the Contract Sum.
  - (vii) Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
- (c) Engineers' Action: Within one (1) week of receipt of the request for substitution, the Engineer will request additional information or documentation necessary for evaluation of the request. Within two (2) weeks of receipt of the request, or one (1) week of receipt of the additional information or documentation, whichever is later, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order, when a change in contract cost or time is required; or in the form of Engineer's supplemental instructions when no change to contract cost or time is required.

## **SECTION 2 - Products**

### **2.1 SUBSTITUTIONS**

- 2.1.1 Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record non-compliance with these requirements.

- (a) Extensive revisions to Contract Documents are not required.
- (b) Proposed changes are in keeping with the intent of Contract Documents.
- (c) The request is timely, fully documented and properly submitted.
- (d) The request is directly related to an "or equal" clause or similar language in the Contract Documents.
- (e) The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
- (f) The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
- (g) The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
- (h) The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- (i) Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.

2.1.2 The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

## ARTICLE 110: SPECIAL PROVISIONS

Labor participation goals for this project shall be 15.3% for minorities and 6.9% for women for each job category. The goals are applicable to both Contractors' on-site construction workforce.

### **Scope of Work**

All work done under this contract shall be in conformance with the Massachusetts Highway Department *Standard Specifications for Highways and Bridges* dated 1988, the *English Supplemental Specifications* dated February 25, 2010, and the *Standard Special Provisions* contained in this book; the *2010 Construction Standard Details*, the *1996 Construction and Traffic Standard Details* (as relates to traffic standard details only); the *2003 Manual on Uniform Traffic Control Devices with Massachusetts Amendments*; the *1990 Standard Drawings for Signs and Supports*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

The work under this contract includes the installation of communications ductbanks. The ductbanks consist of concrete-encased 4" PVC utility conduits. Pullwires will be installed as part of this project, cable and wiring will not.

The ductbank construction includes trenching and earth excavation, brick accent strip and cement concrete sidewalk removal, landscaping removal, and other incidental items necessary to complete the required work. Disturbed areas will be repaired with loam and seed in landscaped areas and bituminous concrete in hardscape areas.

### **Work Schedule**

Work on this project is restricted to a normal 8-hour day, five-day week with the Prime Contractor working on the same shift. Work shall not start earlier than 7:30 AM. However, extended work hours and weekend work are expected for utility and final paving work. Extended hours must be approved by the City of Quincy. No work shall be done on this contract on Saturdays, Sundays, or holidays without prior approval by the City of Quincy.

### **Contractor Questions and Addendum Acknowledgements**

Prospective bidders are required to submit all questions to the Engineer by 1:00 P.M. on the Thursday before the scheduled bid opening date. Any questions received after this time will not be considered for review by the Town.

Contractors should email questions and addendum acknowledgements to Robbie Burgess, P.E. at Howard/Stein-Hudson Associates, Inc at [rburgess@hshassoc.com](mailto:rburgess@hshassoc.com). Please put the City Hall, Communications Infrastructure Improvements in the subject line for identification purposes.

## **Bid Bonds**

All bid bonds submitted to the Cashier's Office should read (in part) "... are held and firmly bound unto the "City of Quincy."

## **Personal Protective Safety Equipment for Contractor Personnel**

The Contractor is responsible to ensure that all personnel working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Department.

## **Approved Equipment**

(Supplementing Subsection 5.03 and Section 6.00)

For any materials named or described in these specifications, an approved equivalent to that named or described in the said specifications may be furnished.

## **Contractor Certification – Contract Compliance**

(Revision 03-23-10)

Pursuant to 23 C.F.R. § 633.101 *et seq.*, the Federal Highway Administration requires each Contractor to "insert in each subcontract, except as excluded by law or regulation, the required contract provisions contained in Form FHWA-1273 and further requires their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA-1273 shall not be incorporated by reference in any case.

## **Changed Conditions (Subsection 4.04)**

This Subsection is revised by deleting the two sequential paragraphs near the end that begin "The Contractor shall be stopped..." and "Any unit item price determined ..." (1/6/2006).

## **Increased or Decreased Contract Quantities (Subsection 4.06)**

Replace this Subsection with the following: (Revised – 3/05/ 2010)

The quantities contained in the Contract are set forth as a basis for the comparison of bids only and may not necessarily reflect the actual quantity of work to be performed. The Department reserves the right to increase, decrease or eliminate the quantity of any particular item of work.

Where the actual quantity of a pay item varies more than 25 percent above or below the estimated quantity stated in the Contract, an equitable adjustment in the Contract Price for that pay item shall be negotiated upon demand of either party regardless of the cause of the variation in quantity. No allowances will be made for loss of anticipated overhead costs or profits suffered or claimed by the Contractor resulting directly or indirectly from such increased, decreased or eliminated quantities or from unbalanced allocation among the contract items from any other cause. It is the intention of this provision to preserve the bid basis while limiting the Contractor's risk exposure to 25% of each bid quantity.

In the case of an overrun, the Contractor will be compensated at the Contract Unit Price for a quantity up to 125% of the Contract quantity. The adjusted unit price shall only be applied to that quantity above 125% of the contract quantity.

Neither party shall be required to demonstrate any change in the cost to perform the work based solely on the overrun. The original Contract unit bid price shall have no bearing on determining the adjusted unit price for an overrun. The adjusted unit price shall be based on the estimated cost of performing the added work over 125% of the bid quantity. In the event that an adjusted unit price cannot be agreed upon within 30 days after being requested by either party, a unit price will be established that is deemed to be fair and equitable by the Engineer, whether higher or lower than the unit price bid. Payment will be made at that rate until agreement is reached or until the Contractor chooses to exercise his rights under Section 7.16.

To assist the Engineer in the determination of an equitable adjustment for an overrun, the Contractor shall prepare a submission in the following manner and accept as full payment for work or materials an amount for an equitable adjustment in the Contract Price equal to the following:

The actual cost or a reasonable cost estimate for direct labor, material (less value of salvage, if any) and use of equipment, plus 10 percent of this total for overhead;

Plus actual cost or a reasonable cost estimate of Worker's Compensation and Liability Insurance, Health, Welfare and Pension Benefits, Social Security deductions and Employment Security Benefits;

Plus 10 percent of the total of (1) and (2) for profit and other unallocated costs;

Plus the estimated proportionate cost of surety bonds.

No allowance shall be made for general superintendence and the use of small tools and manual equipment.

For work performed by a Sub-contractor, the Contractor shall accept as full payment therefore an amount equal to the actual cost or the reasonable cost estimate to the Contractor of such work as determined by the Engineer, plus 10 percent of such cost. The Sub-contractor is bound by the same criteria for the determination of an equitable adjustment as the Contractor.

In the case of an under run, the unit price for the actual quantity installed, if less than 75% of the bid quantity, shall only be adjusted to account for increased unit costs that result solely from the decreased quantity. The adjusted unit price shall be the bid price plus the change in the actual unit cost of performing the work due solely to the decreased quantity.

The Contractor shall prepare a submission demonstrating actual increased unit costs for review and evaluation by the Engineer. No allowance will be made for loss of anticipated overhead costs or profits suffered or claimed by the Contractor resulting directly or indirectly from such decreased or eliminated quantities.

The Contractor is required to furnish itemized statements of cost and give the Department access to supporting records.

**Protection of Underground Facilities**

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur. In addition, a certified Subsurface Utility Engineer shall be employed by the Contractor to locate and provide plans for all underground utilities within the project limits.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-344-7233.

**Disposal of Excess Material**

Surplus materials obtained from any type of excavation, and all existing and other materials not required to be removed and stacked or needed for use on the project, as determined by the Engineer, shall become the property of the Contractor and disposed of subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation.

**Designer/Project Manager**

ENGINEER/PROJECT MANAGER  
Howard/Stein-Hudson Associates, Inc.  
Robbie Burgess, P.E.  
(617) 348-3311

PROJECT MANAGER  
City of Quincy  
Walter Macdonald  
(617) 376-1542

**Architectural Access Board Tolerances**

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB).

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheel chair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

### **Asphalt Binder**

In order to allow an efficient transition from viscosity graded Asphalt Cement (AC) specifications to performance graded Superpave Binder (PG) specifications (non-modified binder), the Massachusetts Department of Transportation is replacing AC graded products with PG binder as follows:

Projects requiring AC-20 will be constructed using PG 64-28

Projects requiring AC-5 will be constructed using PG 52-34

The Contractor shall follow existing mix design requirements and produce the hot-mix using the required grade of PG binder.

The binder supplier shall provide the Department with PG test results and a certification of the PG binder grade when PG binder is substituted for AC grade asphalt. This testing and certification shall be based on the existing lot numbering system.

The binder supplier shall not mix AC and PG binders in the same tank, unless tested and re-certified to meet the specified grade.

Performance-Graded asphalt shall not have a higher temperature grade than specified without prior approval.

## **Sawcuts**

Sawcuts shall be made in the existing pavement at areas of new or reset curb, limits of full depth pavement construction and as directed by the Engineer. Payment for this work shall be included in the unit price under the applicable items.

## **Notification of Funding Sources for Work to be Paid by Others**

This contract contains work that shall be paid by the *City of Quincy*. The said *City of Quincy* shall be responsible for making direct payment to the Contractor through a Non-Participating Agreement.

## **Notice of Owners Utilities** (Supplementing Subsection 7.13)

The Contractor shall give written notice to all public service corporations or officials, owning or having charge of public or privately owned utilities, of his intention to commence operations affecting such utilities one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

Before commencing work on service connections, the Contractor shall contact the serving utility to ensure that proper construction procedures are followed.

The following are the names and addresses of some of the agencies which may be affected, and must be notified. Completeness of this list is not guaranteed by the Owner. The Contractor shall assure that all affected agencies are notified.

### **Water & Sewer:**

Quincy Public Works Department  
Sewer, Water & Drain Department  
55 Sea Street Rear  
Quincy, MA 02169  
Contact: Peter Hoyt  
Superintendent of Sewer and Water  
Tel: (617) 376-1910

### **Cable:**

Comcast  
91 Industrial Park Road  
Plymouth, MA 02360  
Contact: Karen Mooney  
Tel: (508) 732-0648

### **Electric:**

National Grid  
280 Melrose Street  
Providence, RI 02907-2152  
Contact: Thomas Capobianco  
Lead Program Manager  
Tel: (401) 784-7248

### **Telephone:**

Verizon  
1070 Hancock St. 4th Floor  
Quincy MA 02169  
Contact: Eduardo Morales  
Tel: (617) 984-0135

**ITEM 102.5**

**TREE PROTECTION**

**EACH**

**GENERAL**

The work under Item 102.5 shall conform to the relevant provisions of Sections 101 and 771 of the Massachusetts Highway Department Standard Specifications and the following:

The work includes protecting existing trees to remain on site. Provisions under this Item include steps to minimize disturbance and construct protection for trees close to construction areas.

Contractor is to prevent damage to branches, stems and root systems of existing individual trees to remain and to ensure their survival. The Contractor shall take appropriate measures minimize soil and root disturbance and to construct protection measures for trees close to construction areas.

Prior to any construction activities, the Contractor and Town Arborist shall walk the site with the Engineer to identify which trees will require protection and to determine approved measures. The Arborist shall make recommendations as to appropriate methods to trees. The Engineer will have final decision as to trees and methods.

The Contractor is responsible for the protection of all existing trees and plants within and immediately adjacent to the construction area that are not designated to be removed for the length of the construction period.

**COMPENSATION**

The cost of tree protection is incidental to the Contract. This shall include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work, including the services of a certified arborist if necessary, water and fertilizer, and the subsequent removal and satisfactory disposal of the protective materials upon completion of the Contract.

## **ITEM 810.01 PLASTIC CONDUIT DUCT BANK CONCRETE ENCASED**

**LF**

### **GENERAL**

The work to be performed under Item 810.01 shall conform to the relevant provisions of Section 810 of the Massachusetts Highway Department Standard Specifications.

The work consists of the installation of the communications ductbank as shown in the locations on the plan and as directed by the Engineer. The work shall include excavation, backfill and trench repair for the installation of communications ductbanks, as directed by the Engineer.

### **CONSTRUCTION METHODS**

- Excavate to the minimum depth indicated on the plans.
- Prepare subgrade augmented with gravel as necessary and compact to 95% maximum proctor dry density to provide a stable base.
- Place and tamp concrete bricks. Install preformed, interlocking, base and intermediate type PVC spacers for duct size indicated on the plan at 5'-0" on center.
- The conduits shall be placed inside spacer and can be tied to spacer with twine or other non-metallic material to prevent movement. Use anchors, ties etc. as required to secure ducts and prevent moving during placing of concrete.
- All conduit and fittings shall be schedule 40 PVC. Conduit heat bending is not allowed. All sweeps and bends shall be constructed using pre-fabricated approved fittings. PVC solvent cement shall be used to create water-tight joints.
- In general duct banks shall be constructed using forms for the sidewalls unless in the opinion of the Engineer the trench walls are suitable to form the sidewalls.
- Concrete envelope shall be an approved 2,500 psi pea stone mix using Type 2 Portland cement
- Backfill shall be gravel or processed gravel meeting MassDOT specifications and shall not commence until concrete has set for at least two hours.
- Red, magnetic caution tape marked "CAUTION ELECTRIC LINES BURIED BELOW", shall be installed 9-12 inches below grade, centered above and running the entire length of ductbanks.
- Terminate ductbank runs with duct coupling set flush with end of concrete envelope when dead ending duct bank for future extension.
- A standard flexible mandrel, (not less than 12 inches long with a diameter not less than ½ inch less than the inside diameter of the duct) shall be pulled through each duct to loosen particles of earth, sand and other foreign material left in the line. A brush with a diameter slightly larger than the duct shall then be pulled through each duct to remove the loosened particles.
- Install pull wire or tape having a strength of 2,500 pounds, continuous throughout each duct run with 10 feet of pull wire at each end.

- For conduit installed beneath concrete sidewalks or brick pavers the trench shall be repaired with a minimum 3-inch depth of hot mix asphalt (MassDOT Class I bituminous concrete pavement Type I-1). Repaired sidewalks shall be ADA compliant.
- For conduit installed in lawn, mulched or landscaped areas the trench shall be repaired with a minimum of 4-inches of loam and seeded.

#### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

This item will be measured by the linear foot of ductbank as measured along the center line of the ductbank. The unit price shall include, removal and disposal of unusable materials, removal and disposal of cement concrete sidewalk, removal and disposal of brick and concrete pavers, backfilling and compaction of the trench, restoration of the surface area above the trench as described in the Construction Methods and all materials and labor necessary to complete the work as indicated to the plans. Excavation shall be paid under Item 120.1 Hot mix asphalt sidewalk restoration shall be paid under Item 472.0

**ITEM 945.10**

**FOUNDATION CORE**

**EA**

**GENERAL**

The work to be performed under Item 945.10 shall conform to the relevant provisions of Section 810 of the Massachusetts Highway Department Standard Specifications.

The work consists of coring through the foundation of Quincy City Hall as indicated on the plans to accept the new duct bank. Upon locating the area where the foundation will be entered, the contractor shall investigate the foundation and submit for approval the proposed approach to entering the foundation and restoration of the foundation once the duct banks have been installed.

At a minimum, the contractor shall use non-shrink grout in and around pipes through the foundation wall and polyurethane elastomeric sealant shall be used all around the positive-side (building exterior) pipe penetration.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

This item shall be paid for by each. The unit price shall include excavation, removal and disposal of unusable materials, penetrating the existing foundation, restoration of the foundation including cement concrete, reinforcing steel, water proofing and all materials and labor necessary to complete the work as indicated to the plans.

## ARTICLE 111: PREVAILING WAGE

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 25 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Highway Department.

A Federal Aid project is also subject to the Federal Minimum Wage Rate law for construction. When comparing a state minimum wage rate, monitored by the Massachusetts' Attorney General, versus federal minimum wage rate, monitored by the U.S. Department of Labor's Wage and Hour Division, for a particular job classification the higher wage is at all times to be paid to the affected employee.

Every Contractor engaged in this contract to which sections twenty-seven and twenty-seven A apply will keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on this contract, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the MHO's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by MHO and in accordance with M.G.L. c. 149, § 27B, signed by the employer or his/her authorized agent under the penalties of perjury.

Each such Contractor shall preserve its payroll records for a period of three years from the date of completion of the contract.

Any employer who does not make contributions to Benefit Plans must pay the total Prevailing Wage Rate directly to the employee.

Any deduction from the Prevailing Wage Rate or Total Rate for contributions to benefit plans can only be for 'a Health & Welfare, Pension, or Supplementary Unemployment plan meeting the requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The maximum allowable deduction for these benefits from the prevailing wage rate cannot be greater than the amount allowed by Executive Office of Labor (EOL) for the specified benefits. Any additional expense of providing benefits to the employees is to be borne by the employer and cannot be deducted from the Minimum Hourly Wage. If the employer's benefit expense is less than that so provided by EOL the difference will be paid directly to the employee. The rate established must be paid to all employees who perform work on the project.

When an employer makes deductions from the Minimum Hourly Wage for an employee's contribution to social security, state taxes, federal taxes, and/or other contribution programs, allowed by law, the employer shall furnish each employee a suitable pay slip, check stub or envelope notifying the employee of the amount of the deductions.

No Contractor contracting for any part of the contract week shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Apprentice Rates are permitted only when there is an Apprentice Agreement registered with the Massachusetts Division of Apprentice Training in accordance with M.G.L. c. 23, § IIE-III.

The Prevailing Wage Rates issued for each project shall be the rates paid for the entire project. The Prevailing Wage Rates must be posted on the job site at all times and be visible from a public way.

On August 8, 2008 M.G.L. c. 149, §27, was amended to require annual updates to prevailing wage schedules for all public construction contracts lasting longer than one year. Mass Highway will request the required updates and furnish them to the Contractor. The Contractor is required to pay no less than the wage rates indicated on the annual updated wage schedules.

The Owner will request the updates no later than two week before the Notice to Proceed date of the contract to allow for adequate processing by the Division of Occupational Safety (DOS). The effective date for the new rates will be the anniversary date of the contract (i.e. the notice to proceed date), regardless of the date of issuance on the schedule from DOS.

All bidders are cautioned that the aforementioned laws require that employers pay to covered employees no less than the applicable minimum wages. In addition, the same laws require that the applicable prevailing wages become incorporated as part of this contract. The prevailing minimum wage law establishes serious civil and criminal penalties for violations, including imprisonment and exclusion from future public contracts. Bidders are cautioned to carefully read the relevant sections of the Massachusetts General Laws (most recently amended August, 2008).

# ARTICLE 112: PROPOSAL FORMS

## PROPOSAL

for

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Bidder \_\_\_\_\_

(Print Name of the Firm or Proprietorship Submitting this Bid)

This bid must be accompanied by a deposit in the form of cash, or bid bond, or a certified check, treasurer’s check, or cashier’s check, payable to the City of Quincy (hereinafter referred to as the “Owner”, or the “Awarding Authority”) in the amount of five percent (5%) of the total value of the bid. No other form of bid security will be accepted.

By submitting this bid the Bidder represents that it has carefully examined the site of work described herein; has become thoroughly familiar with local conditions and the character and extent of the work; has carefully examined the Drawings, Project Manual and Contract Documents including all Addenda which are a part of this proposal, the General Bid Form, and thoroughly understands their stipulations, requirements, and provisions, and that the Bidder will contract, in the form of contract required, to provide all necessary and proper machinery, equipment, facilities, and means to do all the work and furnish all the materials necessary and proper to carry out such contract in the manner and on the conditions set forth therein in accordance with the Contract Documents, and to perform or observe all other contract requirements thereby. By submitting this bid, the Bidder further represents that it agrees to be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the Bidder shall be commenced in the courts of the Commonwealth of Massachusetts.

A bidder wishing to amend this bid after transmittal to the Owner may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

To the Awarding Authority:

- A. The undersigned Bidder proposes to furnish all labor, materials, and equipment necessary and required for the project described herein in Quincy, MA, in accordance with the accompanying plans and specifications for the contract price specified below, subject to additions or deductions according to the terms of the Contract Documents.
  
- B. This Bid includes Addenda numbered: \_\_\_\_\_

C. The proposed Quincy City Communication Infrastructure Improvement Hall Bid price is:

\$ \_\_\_\_\_  
\_\_\_\_\_

(TOTAL PART ONE BID WRITTEN IN WORDS)

D. UNIT PRICES:

In addition to stating the Total Base Bid Price, the Bidder shall state prices for the various items of work as listed in the attached bid sheets. The bid sheets shall be filled out entirely for the base bid and the alternates. The Unit Prices listed on the proposal pages, if accepted by the Owner in the award of the contract, may be used for computing adjustments during the course of construction, based upon extra work ordered by the Owner, or for countermanded, reduced, or omitted by the Owner.

The Unit Prices listed on the proposal pages shall be a complete price (overhead, profit, bond, labor and materials) to be added or deducted on the basis of quantities of work involved. Unit Prices accepted by the Owner shall be written into the Owner-Contractor Agreement.

E. TIME FOR COMPLETION

In compliance with the Advertisements for Bids, Bidder hereby proposes to begin all work for the **COMMUNICATION INFRASTRUCTURE IMPROVEMENT** within ten (10) calendar days following the effective date of the Contract Agreement and fully complete the project within Ninety (90) calendar days. Work performed after this Contract Time Period (Completion) will be subject to liquidated damages. The Bidder further agrees to pay as liquidated damages: \$1000.00 for each day thereafter, charged against the Contractor.

F. The Bidder agrees that if it is selected as the lowest responsible and eligible bidder, the Bidder will within five (5) 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 (a.k.a., payment) bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts 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 Bidder and are included in the bid price(s) contained herein.

The Bidder 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 of subcontracts subject to section 44F.

The undersigned further certifies under penalties of perjury that this bid is in all respects bona-fide, fair and made without collusion or fraud with any other person. As used herein 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 29F of Chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: \_\_\_\_\_

(Print Name of Bidder)

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

(Name of Person Signing Bid and Title)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City, State and Zip Code)

Fax: (\_\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Social Security Number or

Federal Identification Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

NOTE: If Bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if a sole proprietorship, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Massachusetts Secretary of State's office?

Yes \_\_\_ No \_\_\_

If the Bidder is a foreign corporation, it is required under M.G.L. c. 30, section 39L to furnish to the awarding authority a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c. 181, sections 3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

\_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

\_\_\_\_\_

Name of Partner: \_\_\_\_\_

Residence: \_\_\_\_\_

\_\_\_\_\_

If an Individual:

Name: \_\_\_\_\_

Residence: \_\_\_\_\_

\_\_\_\_\_

If an Individual doing business under a firm name:

Name of Firm: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Residential Address \_\_\_\_\_

(if different from above)  
\_\_\_\_\_

Other form of business organization:

\_\_\_\_\_  
\_\_\_\_\_

The bidder will give below the name and address and State of Incorporation of the surety company who will sign the bonds.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section 2: Statement of Bidder Qualifications

Contract Title: City Hall, Communications Infrastructure Improvements

Project Area: City of Quincy

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

FID No.: \_\_\_\_\_

How many years has your organization been in business as a general Contractor under your present business name? \_\_\_\_\_.

Indicate the class or classes of work and the number of years your organization has experience in:

Street Construction	_____	Utilities	_____
Highway Construction	_____	Heavy Utilities	_____
Bridge Construction	_____	Gen'l Bldg. Const.	_____
Park Construction	_____	Waterfront/Marine	_____
Landscaping	_____	Roofing	_____
Demolition	_____	Parking Garage Construction	_____

Is your organization pre-qualified by any other agencies? \_\_\_\_\_ If so, please indicate below:

Agency	Class of Work	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever been on the DCAM List of Debarred Contractors? \_\_\_\_\_. If so, when and why.

\_\_\_\_\_

\_\_\_\_\_

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List the principal officers of the organization and their construction experience:

Name	Present Position	Years of Construction Experience	Magnitude (in Dollars) and Class (See Item 3)	Capacity During Said Experience
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Indicate the Project Manager (office) and the Superintendent (field) you intend to assign to this Project and their experience especially relative to this Project:

Project Manager (Office): Name \_\_\_\_\_ Yrs. Exp.: \_\_\_\_

Experience:

\_\_\_\_\_

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Superintendent (Field): Name \_\_\_\_\_ Yrs. Exp.: \_\_\_\_

Experience:

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List your major equipment available for this contract.

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Have you ever done work under another name(s)? If so, please indicate prior name(s) and address(es):

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Has any officer or partner of your Organization ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, reason therefore and bonding company:

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Has any officer or partner of your organization ever failed to complete a contract handled in their own name? If so, state name of individual, name of owner, reason therefore and bonding company:

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List below all the projects (limited to 8) similar in type and magnitude to this Project completed within the last 5 years along with Owner's contact or representative:

Contract Amount	Class of Work	When Completed	Location	Name and Telephone Number of Owner or Representative
-----------------	---------------	----------------	----------	--

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List below all the contracts you have on hand:

Contract Amount	Contract Amount Remaining	Class of Work	Percent Complete	Completion Date	Location	Name and Telephone Number of Owner or Rep
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Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?:

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Did you complete your last three contracts per the original contract duration? \_\_\_\_\_ If not, why?

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Have you ever been refused a bond whether by Bid or Performance? \_\_\_\_\_ If so, why?

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Indicate the bonding company(ies) and reference(s) you do business with for this type of work:

Company

Contact

Telephone

_____	_____	_____
_____	_____	_____
_____	_____	_____

What is your overall bonding capacity? \_\_\_\_\_

Based on work on hand what is your present bonding capability?

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Indicate the bank(s) and associated loan officers your organization does business with:

Bank

Contact

Telephone

_____	_____	_____
_____	_____	_____
_____	_____	_____

Credit Available: \_\_\_\_\_

In what other lines of business are you financially interested?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will you, upon request, fill out a detailed financial statement and furnish any other information that is required?

\_\_\_\_\_

Section 3: Affidavit of Non Collusion

Project Name: City Hall, Communications Infrastructure Improvements

Project Location: City of Quincy

The undersigned, under the pains and penalties of perjury, says that he/she is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

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Address of Bidder

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City, State

Zip Code

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Telephone Number of Bidder

and says that of his/her own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal(s). It is understood that the signing of this AFFIDAVIT is applicable to all projects for which bids are being submitted in a multi-bid proposal.

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Signature and Title of Person Making Affidavit

Date

Section 5: Bid Form

**BID FORM**

The Bidder agrees to perform all the Work described in the Contract Documents for the following unit prices or lump sum(s):

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Brief Description of Items w/ Unit Bid Price in Words</b>	<b>Unit Bid Price in Figures</b>	<b>Amount in Figures</b>
<b>102.5</b>	<b>10</b>	<b>TREE PROTECTION</b>  _____ each	\$ _____	\$ _____
<b>472.0</b>	<b>30</b>	<b>HOT MIX ASPHALT FOR MISC. USE</b>  _____ ton	\$ _____	\$ _____
<b>120.1</b>	<b>300</b>	<b>UNCLASSIFIED EXCAVATION</b>  _____ Per cubic yard	\$ _____	\$ _____
<b>748.0</b>	<b>1</b>	<b>MOBILIZATION/DEMobilIZATION@5%</b>  _____ Lump sum	\$ _____	\$ _____
<b>810.01</b>	<b>275</b>	<b>PLASTIC CONDUIT DUCT BANK CONCRETE ENCASED</b>  _____ Per linear foot	\$ _____	\$ _____
<b>811.22</b>	<b>1</b>	<b>ELECTRIC COMMUNICATIONS MANHOLE</b>  _____ each	\$ _____	\$ _____
<b>945.1</b>	<b>1</b>	<b>FOUNDATION CORE</b>  _____ each	\$ _____	\$ _____

**TOTAL BID AMOUNT:** \$ \_\_\_\_\_  
*(In Figures)*

\_\_\_\_\_  
*(Total Bid Amount Written In Words)*

## Section 7: Prevailing Wage Rates



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

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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Quincy  
**Contract Number:** **City/Town:** QUINCY  
**Description of Work:** WORK INCLUDES THE INSTALLATION OF COMMUNICATIONS DUCTBANKS. THE DUCTBANKS CONSIST OF CONCRETE-ENCASED PVC UTILITY CONDUITS. PULLWIRES WILL BE INSTALLED AS PART OF THIS PROJECT. CABLE & WIRING WILL NOT  
**Job Location:** 1200-1300 HANCOCK ST.

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**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

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

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2012	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2012	\$29.08	\$10.40	\$5.95	\$0.00	\$45.43
	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2012	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2010**

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

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.31	\$10.18	\$17.90	\$0.00	\$76.39
	02/01/2014	\$48.87	\$10.18	\$17.90	\$0.00	\$76.95
	08/01/2014	\$49.77	\$10.18	\$17.97	\$0.00	\$77.92
	02/01/2015	\$50.33	\$10.18	\$17.97	\$0.00	\$78.48
	08/01/2015	\$51.23	\$10.18	\$18.04	\$0.00	\$79.45
	02/01/2016	\$51.80	\$10.18	\$18.04	\$0.00	\$80.02
	08/01/2016	\$52.70	\$10.18	\$18.12	\$0.00	\$81.00
	02/01/2017	\$53.27	\$10.18	\$18.12	\$0.00	\$81.57

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.83	\$0.00	\$51.72
2	60	\$28.45	\$10.18	\$17.83	\$0.00	\$56.46
3	70	\$33.19	\$10.18	\$17.83	\$0.00	\$61.20
4	80	\$37.93	\$10.18	\$17.83	\$0.00	\$65.94
5	90	\$42.67	\$10.18	\$17.83	\$0.00	\$70.68

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.16	\$10.18	\$17.90	\$0.00	\$52.24
2	60	\$28.99	\$10.18	\$17.90	\$0.00	\$57.07
3	70	\$33.82	\$10.18	\$17.90	\$0.00	\$61.90
4	80	\$38.65	\$10.18	\$17.90	\$0.00	\$66.73
5	90	\$43.48	\$10.18	\$17.90	\$0.00	\$71.56

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$33.45	\$7.10	\$12.60	\$0.00	\$53.15
	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$32.30	\$7.10	\$12.60	\$0.00	\$52.00
	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$32.30	\$7.10	\$12.60	\$0.00	\$52.00
	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2013	\$33.92	\$9.80	\$15.61	\$0.00	\$59.33
	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08

**Classification**

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

**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.96	\$9.80	\$1.57	\$0.00	\$28.33
2	60	\$20.35	\$9.80	\$1.57	\$0.00	\$31.72
3	70	\$23.74	\$9.80	\$10.90	\$0.00	\$44.44
4	75	\$25.44	\$9.80	\$10.90	\$0.00	\$46.14
5	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
6	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
7	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37
8	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

CEMENT MASONRY/PLASTERING	02/01/2013	\$42.55	\$10.65	\$18.61	\$1.30	\$73.11
BRICKLAYERS LOCAL 3 (QUINCY)	08/01/2013	\$43.32	\$10.65	\$18.61	\$1.30	\$73.88
	02/01/2014	\$43.75	\$10.65	\$18.61	\$1.30	\$74.31
	08/01/2014	\$44.50	\$10.65	\$18.61	\$1.30	\$75.06
	02/01/2015	\$44.93	\$10.65	\$18.61	\$1.30	\$75.49
	08/01/2015	\$45.68	\$10.65	\$18.61	\$1.30	\$76.24
	02/01/2016	\$46.13	\$10.65	\$18.61	\$1.30	\$76.69
	08/01/2016	\$46.88	\$10.65	\$18.61	\$1.30	\$77.44
	02/01/2017	\$47.33	\$10.65	\$18.61	\$1.30	\$77.89

**Classification**

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

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.28	\$10.65	\$12.11	\$1.30	\$45.34
2	60	\$25.53	\$10.65	\$13.61	\$1.30	\$51.09
3	65	\$27.66	\$10.65	\$14.61	\$1.30	\$54.22
4	70	\$29.79	\$10.65	\$15.61	\$1.30	\$57.35
5	75	\$31.91	\$10.65	\$16.61	\$1.30	\$60.47
6	80	\$34.04	\$10.65	\$17.61	\$1.30	\$63.60
7	90	\$38.30	\$10.65	\$18.61	\$1.30	\$68.86

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.66	\$10.65	\$12.11	\$1.30	\$45.72
2	60	\$25.99	\$10.65	\$13.61	\$1.30	\$51.55
3	65	\$28.16	\$10.65	\$14.61	\$1.30	\$54.72
4	70	\$30.32	\$10.65	\$15.61	\$1.30	\$57.88
5	75	\$32.49	\$10.65	\$16.61	\$1.30	\$61.05
6	80	\$34.66	\$10.65	\$17.61	\$1.30	\$64.22
7	90	\$38.99	\$10.65	\$18.61	\$1.30	\$69.55

**Notes:**

Steps are 6000 hours

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

CHAIN SAW OPERATOR LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2012	\$41.09	\$10.00	\$13.02	\$0.00	\$64.11
	06/01/2013	\$41.87	\$10.00	\$13.02	\$0.00	\$64.89
	12/01/2013	\$42.65	\$10.00	\$13.02	\$0.00	\$65.67

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2012	\$28.17	\$10.00	\$13.02	\$0.00	\$51.19
	06/01/2013	\$28.72	\$10.00	\$13.02	\$0.00	\$51.74
	12/01/2013	\$29.27	\$10.00	\$13.02	\$0.00	\$52.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
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For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
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For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
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For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
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For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$58.80	\$9.80	\$17.67	\$0.00	\$86.27
	08/01/2013	\$61.05	\$9.80	\$17.67	\$0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	\$0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	\$0.00	\$93.02
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

**Classification**

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

**Apprentice - ELECTRICIAN - Local 103**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	\$10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	\$11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	\$11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	\$11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	\$12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
2	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
3	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
4	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
5	50	\$22.10	\$13.00	\$10.86	\$0.00	\$45.96
6	55	\$24.31	\$13.00	\$11.20	\$0.00	\$48.51
7	60	\$26.52	\$13.00	\$11.53	\$0.00	\$51.05
8	65	\$28.73	\$13.00	\$11.86	\$0.00	\$53.59
9	70	\$30.94	\$13.00	\$12.19	\$0.00	\$56.13
10	75	\$33.15	\$13.00	\$12.53	\$0.00	\$58.68

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

**Apprentice to Journeyworker Ratio:2:3\*\*\***

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

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2012**

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

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

**Apprentice to Journeyworker Ratio:1:1**

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$38.26	\$10.00	\$12.65	\$0.00	\$60.91
	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$39.66	\$10.00	\$12.65	\$0.00	\$62.31
	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2012	\$21.18	\$10.00	\$12.65	\$0.00	\$43.83
	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$33.61	\$10.00	\$13.02	\$0.00	\$56.63
	06/01/2013	\$34.26	\$10.00	\$13.02	\$0.00	\$57.28
	12/01/2013	\$34.92	\$10.00	\$13.02	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2012	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

**Classification**

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

**Apprentice - FLOORCOVERER - Local 2168 Zone I**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$28.17	\$10.00	\$13.02	\$0.00	\$51.19
	06/01/2013	\$28.72	\$10.00	\$13.02	\$0.00	\$51.74
	12/01/2013	\$29.27	\$10.00	\$13.02	\$0.00	\$52.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91
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**Classification**

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

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67

**Classification**

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

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	\$0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	\$13.02	\$0.00	\$47.07
3	65	\$26.06	\$10.00	\$13.02	\$0.00	\$49.08
4	70	\$28.06	\$10.00	\$13.02	\$0.00	\$51.08
5	75	\$30.07	\$10.00	\$13.02	\$0.00	\$53.09
6	80	\$32.07	\$10.00	\$13.02	\$0.00	\$55.09
7	85	\$34.08	\$10.00	\$13.02	\$0.00	\$57.10
8	90	\$36.08	\$10.00	\$13.02	\$0.00	\$59.10

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.48	\$10.00	\$0.00	\$0.00	\$32.48
2	60	\$24.52	\$10.00	\$13.02	\$0.00	\$47.54
3	65	\$26.57	\$10.00	\$13.02	\$0.00	\$49.59
4	70	\$28.61	\$10.00	\$13.02	\$0.00	\$51.63
5	75	\$30.65	\$10.00	\$13.02	\$0.00	\$53.67
6	80	\$32.70	\$10.00	\$13.02	\$0.00	\$55.72
7	85	\$34.74	\$10.00	\$13.02	\$0.00	\$57.76
8	90	\$36.78	\$10.00	\$13.02	\$0.00	\$59.80

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) 02/01/2013 \$42.32 \$9.82 \$18.24 \$2.11 \$72.49  
 SHEETMETAL WORKERS LOCAL 17 - A

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) 03/01/2013 \$43.52 \$13.00 \$14.16 \$0.00 \$70.68  
 ELECTRICIANS LOCAL 103  
 09/01/2013 \$44.20 \$13.00 \$14.18 \$0.00 \$71.38  
 03/01/2014 \$44.92 \$13.00 \$14.20 \$0.00 \$72.12  
 09/01/2014 \$45.60 \$13.00 \$14.22 \$0.00 \$72.82  
 03/01/2015 \$46.32 \$13.00 \$14.24 \$0.00 \$73.56  
 09/01/2015 \$47.27 \$13.00 \$14.27 \$0.00 \$74.54  
 03/01/2016 \$48.23 \$13.00 \$14.30 \$0.00 \$75.53

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) 02/01/2013 \$42.32 \$9.82 \$18.24 \$2.11 \$72.49  
 SHEETMETAL WORKERS LOCAL 17 - A

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) 03/01/2013 \$49.34 \$8.75 \$14.39 \$0.00 \$72.48  
 PIPEFITTERS LOCAL 537

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

HVAC MECHANIC 03/01/2013 \$49.34 \$8.75 \$14.39 \$0.00 \$72.48  
 PIPEFITTERS LOCAL 537

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2012	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

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

**Effective Date - 09/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	\$8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	\$9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	\$9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	\$10.34	\$0.00	\$54.16

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	\$8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	\$9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	\$9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	\$10.34	\$0.00	\$55.44

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2013	\$40.23	\$7.70	\$18.35	\$0.00	\$66.28
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**Classification**

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

**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 03/16/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	\$18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	\$18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	\$18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	\$18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	\$18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	\$18.35	\$0.00	\$62.26

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:\*\***

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 1	12/01/2012	\$32.30	\$7.10	\$12.45	\$0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

**Classification**

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

**Apprentice - LABORER - Zone 1**

**Effective Date - 12/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.38	\$7.10	\$12.45	\$0.00	\$38.93
2	70	\$22.61	\$7.10	\$12.45	\$0.00	\$42.16
3	80	\$25.84	\$7.10	\$12.45	\$0.00	\$45.39
4	90	\$29.07	\$7.10	\$12.45	\$0.00	\$48.62

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	\$12.45	\$0.00	\$39.38
2	70	\$23.14	\$7.10	\$12.45	\$0.00	\$42.69
3	80	\$26.44	\$7.10	\$12.45	\$0.00	\$45.99
4	90	\$29.75	\$7.10	\$12.45	\$0.00	\$49.30

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2012	\$32.30	\$7.10	\$12.45	\$0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2012	\$32.30	\$7.10	\$12.45	\$0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.30	\$7.10	\$12.45	\$0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.30	\$7.10	\$12.45	\$0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.91	\$10.18	\$16.58	\$0.00	\$63.67
	02/01/2014	\$37.36	\$10.18	\$16.58	\$0.00	\$64.12
	08/01/2014	\$38.07	\$10.18	\$16.65	\$0.00	\$64.90
	02/01/2015	\$38.52	\$10.18	\$16.65	\$0.00	\$65.35
	08/01/2015	\$39.23	\$10.18	\$16.72	\$0.00	\$66.13
	02/01/2016	\$39.68	\$10.18	\$16.72	\$0.00	\$66.58
	08/01/2016	\$40.38	\$10.18	\$16.80	\$0.00	\$67.36
	02/01/2017	\$40.84	\$10.18	\$16.80	\$0.00	\$67.82

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	\$16.51	\$0.00	\$44.79
2	60	\$21.72	\$10.18	\$16.51	\$0.00	\$48.41
3	70	\$25.34	\$10.18	\$16.51	\$0.00	\$52.03
4	80	\$28.96	\$10.18	\$16.51	\$0.00	\$55.65
5	90	\$32.58	\$10.18	\$16.51	\$0.00	\$59.27

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.46	\$10.18	\$16.58	\$0.00	\$45.22
2	60	\$22.15	\$10.18	\$16.58	\$0.00	\$48.91
3	70	\$25.84	\$10.18	\$16.58	\$0.00	\$52.60
4	80	\$29.53	\$10.18	\$16.58	\$0.00	\$56.29
5	90	\$33.22	\$10.18	\$16.58	\$0.00	\$59.98

**Notes:**

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

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$47.45	\$10.18	\$17.83	\$0.00	\$75.46
	08/01/2013	\$48.35	\$10.18	\$17.90	\$0.00	\$76.43
	02/01/2014	\$48.91	\$10.18	\$17.90	\$0.00	\$76.99
	08/01/2014	\$49.81	\$10.18	\$17.97	\$0.00	\$77.96
	02/01/2015	\$50.37	\$10.18	\$17.97	\$0.00	\$78.52
	08/01/2015	\$51.27	\$10.18	\$18.04	\$0.00	\$79.49
	02/01/2016	\$51.84	\$10.18	\$18.04	\$0.00	\$80.06
	08/01/2016	\$52.74	\$10.18	\$18.12	\$0.00	\$81.04
	02/01/2017	\$53.31	\$10.18	\$18.12	\$0.00	\$81.61

**Classification**

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

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	\$17.83	\$0.00	\$51.74
2	60	\$28.47	\$10.18	\$17.83	\$0.00	\$56.48
3	70	\$33.22	\$10.18	\$17.83	\$0.00	\$61.23
4	80	\$37.96	\$10.18	\$17.83	\$0.00	\$65.97
5	90	\$42.71	\$10.18	\$17.83	\$0.00	\$70.72

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.18	\$10.18	\$17.90	\$0.00	\$52.26
2	60	\$29.01	\$10.18	\$17.90	\$0.00	\$57.09
3	70	\$33.85	\$10.18	\$17.90	\$0.00	\$61.93
4	80	\$38.68	\$10.18	\$17.90	\$0.00	\$66.76
5	90	\$43.52	\$10.18	\$17.90	\$0.00	\$71.60

**Notes:**

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**Apprentice to Journeyworker Ratio:1:5**

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2011	\$33.57	\$8.67	\$15.61	\$0.00	\$57.85

**Classification**

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

**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date - 04/01/2011**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	\$11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	\$11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	\$13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	\$13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	\$14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	\$14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	\$14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	\$14.82	\$0.00	\$52.02

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

MORTAR MIXER LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2012	\$21.28	\$10.00	\$13.02	\$0.00	\$44.30
	06/01/2013	\$21.70	\$10.00	\$13.02	\$0.00	\$44.72
	12/01/2013	\$22.12	\$10.00	\$13.02	\$0.00	\$45.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2012	\$24.62	\$10.00	\$13.02	\$0.00	\$47.64
	06/01/2013	\$25.10	\$10.00	\$13.02	\$0.00	\$48.12
	12/01/2013	\$25.59	\$10.00	\$13.02	\$0.00	\$48.61

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
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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 - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 1	12/01/2012	\$32.30	\$7.10	\$12.45	\$0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
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**Classification**

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

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

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97
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**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.38	\$8.91	\$8.00	\$0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date - 08/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	\$17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	\$17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	\$17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	\$17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	\$17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	\$17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	\$17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	\$17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10

**Notes:**

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

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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**Classification**

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

**Apprentice - PIPEFITTER - Local 537**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

**Notes:**

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

**Apprentice to Journeyworker Ratio:\*\***

PIPELAYER LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
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**Apprentice - PLUMBER/GASFITTER - Local 12**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$53.29 Step5 with lic\$59.49

**Apprentice to Journeyworker Ratio:\*\***

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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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 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2012	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$28.17	\$10.00	\$13.02	\$0.00	\$51.19
	06/01/2013	\$28.72	\$10.00	\$13.02	\$0.00	\$51.74
	12/01/2013	\$29.27	\$10.00	\$13.02	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						

ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61
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**Apprentice - ROOFER - Local 33**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	\$3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	\$10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	\$10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	\$10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	\$10.70	\$0.00	\$53.00

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

**Apprentice to Journeyworker Ratio:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.66	\$10.50	\$10.70	\$0.00	\$58.86
For apprentice rates see "Apprentice- ROOFER"						

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
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**Classification**

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

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
2	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
3	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
4	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
5	50	\$21.16	\$9.82	\$8.75	\$1.19	\$40.92
6	50	\$21.16	\$9.82	\$9.00	\$1.20	\$41.18
7	60	\$25.39	\$9.82	\$10.24	\$1.36	\$46.81
8	65	\$27.51	\$9.82	\$10.99	\$1.45	\$49.77
9	75	\$31.74	\$9.82	\$12.49	\$1.62	\$55.67
10	85	\$35.97	\$9.82	\$13.49	\$1.78	\$61.06

**Notes:**  
Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

SIGN ERECTOR	06/01/2012	\$25.37	\$6.82	\$6.85	\$0.00	\$39.04
PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93

**Classification**

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

**Apprentice - SIGN ERECTOR - Local 35 Zone 2**

**Effective Date - 06/01/2012**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.69	\$6.82	\$0.00	\$0.00	\$19.51
2	55	\$13.95	\$6.82	\$2.35	\$0.00	\$23.12
3	60	\$15.22	\$6.82	\$2.35	\$0.00	\$24.39
4	65	\$16.49	\$6.82	\$2.35	\$0.00	\$25.66
5	70	\$17.76	\$6.82	\$6.85	\$0.00	\$31.43
6	75	\$19.03	\$6.82	\$6.85	\$0.00	\$32.70
7	80	\$20.30	\$6.82	\$6.85	\$0.00	\$33.97
8	85	\$21.56	\$6.82	\$6.85	\$0.00	\$35.23
9	90	\$22.83	\$6.82	\$6.85	\$0.00	\$36.50

**Effective Date - 06/01/2013**

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

**Notes:**

Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A)</i>	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

**Classification**

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

**Apprentice - SPRINKLER FITTER - Local 550**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

**Notes:**  
Steps are 850 hours

**Apprentice to Journeyworker Ratio:1:1**

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
4	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
5	50	\$16.32	\$13.00	\$11.02	\$0.00	\$40.34
6	55	\$17.95	\$13.00	\$11.27	\$0.00	\$42.22
7	60	\$19.58	\$13.00	\$11.52	\$0.00	\$44.10
8	65	\$21.22	\$13.00	\$11.77	\$0.00	\$45.99
9	70	\$22.85	\$13.00	\$12.02	\$0.00	\$47.87
10	75	\$24.48	\$13.00	\$12.26	\$0.00	\$49.74

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
2	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
3	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
4	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
5	50	\$16.58	\$13.00	\$10.04	\$0.00	\$39.62
6	55	\$18.23	\$13.00	\$10.29	\$0.00	\$41.52
7	60	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
8	65	\$21.55	\$13.00	\$10.79	\$0.00	\$45.34
9	70	\$23.21	\$13.00	\$11.04	\$0.00	\$47.25
10	75	\$24.86	\$13.00	\$11.29	\$0.00	\$49.15

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

TERRAZZO FINISHERS	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$47.25	\$10.18	\$17.90	\$0.00	\$75.33
	02/01/2014	\$47.81	\$10.18	\$17.90	\$0.00	\$75.89
	08/01/2014	\$48.71	\$10.18	\$17.97	\$0.00	\$76.86
	02/01/2015	\$49.27	\$10.18	\$17.97	\$0.00	\$77.42
	08/01/2015	\$50.17	\$10.18	\$18.04	\$0.00	\$78.39
	02/01/2016	\$50.74	\$10.18	\$18.04	\$0.00	\$78.96
	08/01/2016	\$51.64	\$10.18	\$18.12	\$0.00	\$79.94
	02/01/2017	\$52.21	\$10.18	\$18.12	\$0.00	\$80.51

**Classification**

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

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

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.63	\$10.18	\$17.90	\$0.00	\$51.71
2	60	\$28.35	\$10.18	\$17.90	\$0.00	\$56.43
3	70	\$33.08	\$10.18	\$17.90	\$0.00	\$61.16
4	80	\$37.80	\$10.18	\$17.90	\$0.00	\$65.88
5	90	\$42.53	\$10.18	\$17.90	\$0.00	\$70.61

**Notes:**

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

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2012	\$33.70	\$7.10	\$12.60	\$0.00	\$53.40
	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2012	\$32.42	\$7.10	\$12.60	\$0.00	\$52.12
	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2012	\$32.30	\$7.10	\$12.60	\$0.00	\$52.00
	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$39.72	\$10.00	\$13.02	\$0.00	\$62.74
	06/01/2013	\$40.49	\$10.00	\$13.02	\$0.00	\$63.51
	12/01/2013	\$41.27	\$10.00	\$13.02	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2012	\$44.58	\$7.10	\$13.00	\$0.00	\$64.68
	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2012	\$46.58	\$7.10	\$13.00	\$0.00	\$66.68
	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2012	\$36.65	\$7.10	\$13.00	\$0.00	\$56.75
	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2012	\$38.65	\$7.10	\$13.00	\$0.00	\$58.75
	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2012	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2012	\$40.09	\$10.00	\$13.02	\$0.00	\$63.11
	06/01/2013	\$40.87	\$10.00	\$13.02	\$0.00	\$63.89
	12/01/2013	\$41.65	\$10.00	\$13.02	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$25.18	\$8.20	\$4.17	\$0.00	\$37.55
	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$35.67	\$8.20	\$4.98	\$0.00	\$48.85
	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$29.38	\$8.20	\$5.68	\$0.00	\$43.26
	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$23.08	\$8.20	\$3.94	\$0.00	\$35.22
	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$35.67	\$8.20	\$8.98	\$0.00	\$52.85
	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$31.48	\$8.20	\$6.19	\$0.00	\$45.87
	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$23.08	\$8.20	\$3.42	\$0.00	\$34.70
	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$18.89	\$8.20	\$2.61	\$0.00	\$29.70
	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	03/03/2013	\$41.97	\$8.20	\$11.26	\$0.00	\$61.43
	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

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

**Effective Date - 03/03/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.18	\$8.20	\$3.92	\$0.00	\$37.30
2	65	\$27.28	\$8.20	\$4.36	\$0.00	\$39.84
3	70	\$29.38	\$8.20	\$5.06	\$0.00	\$42.64
4	75	\$31.48	\$8.20	\$5.76	\$0.00	\$45.44
5	80	\$33.58	\$8.20	\$6.46	\$0.00	\$48.24
6	85	\$35.67	\$8.20	\$7.17	\$0.00	\$51.04
7	90	\$37.77	\$8.20	\$8.36	\$0.00	\$54.33

**Effective Date - 09/01/2013**

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

**Notes:**

**Apprentice to Journeyworker Ratio:1:2**

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$16.59	\$2.42	\$0.00	\$0.00	\$19.01
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$14.64	\$2.42	\$0.00	\$0.00	\$17.06
This classification applies only to the trimming of branches on and around utility lines.						

Additional Apprentices Information:

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

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

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

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

# State Publications and Regulations

William Francis Galvin, Secretary of the Commonwealth

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**The following General Contract submission was successfully received.**

**Planned date of publish is 4/17/2013**

Awarding Agency	
Agency Name and Address:	<b>City of Quincy, Kathryn R. Hobin 1305 Hancock St. Quincy, MA 02169</b>
Project Number:	
Estimated Cost:	<b>100000.</b>
Contractor Qualification:	

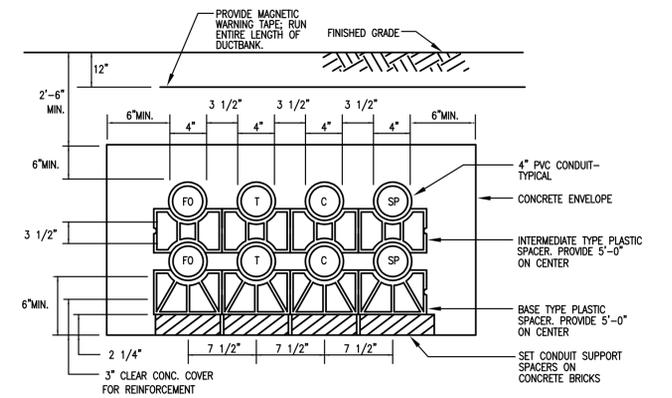
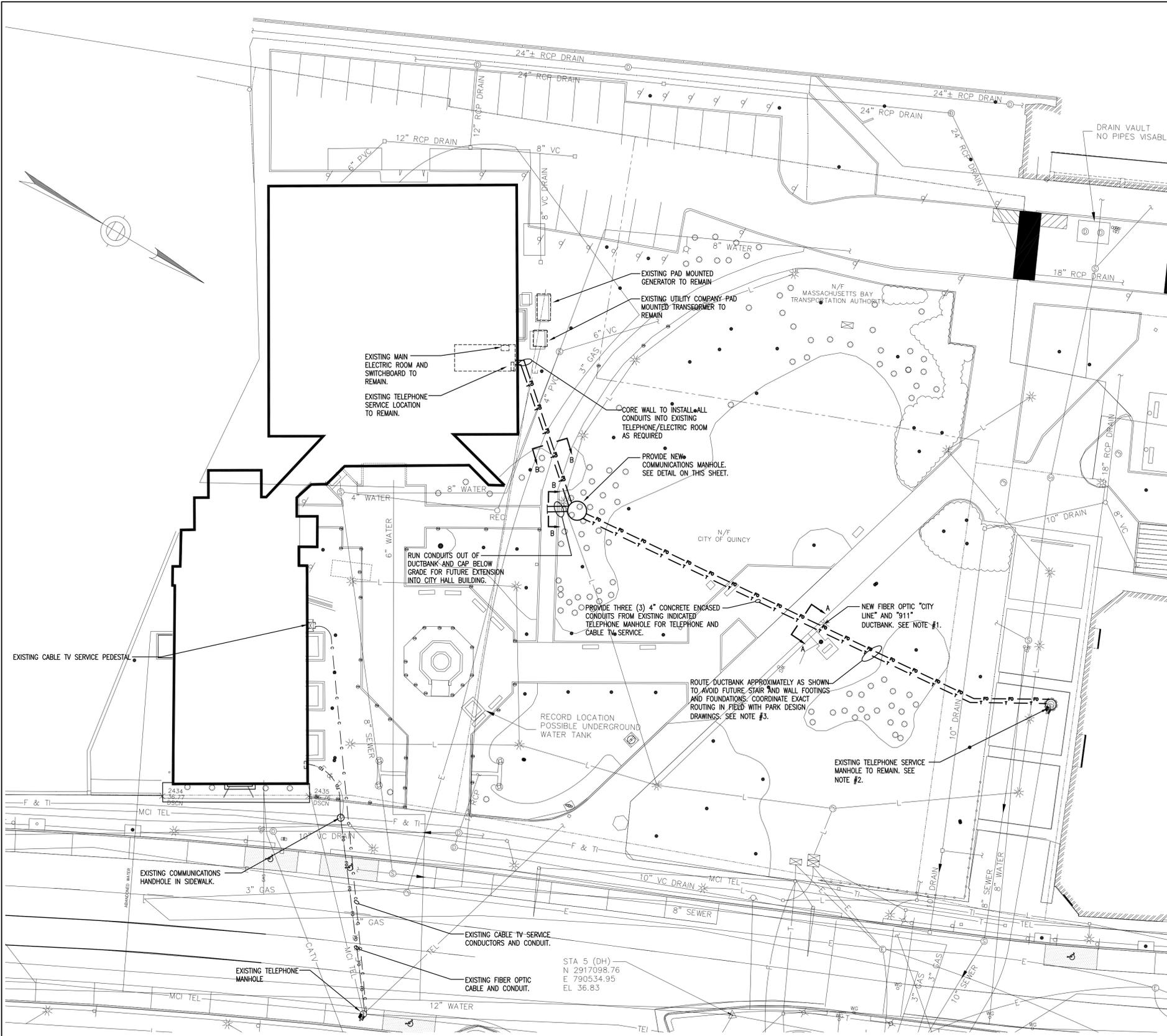
Required for DCAM contracts over \$100,000, Massachusetts Highway contracts over \$50,000.

Contact Information			
Name:	<b>KIM TRILLCOTT CAPORALE</b>		
Phone:	<b>617-376-1060</b>	Fax	<b>617-376-1074</b>
Email Address:	<b>kimtrillcott@quincyma.gov</b>		
<b>Do not notify email address listed when final publish date assigned.</b>			

Contract Information			
Project:	<b>COMMUNICATION INFRASTRUCTURE IMPROVEMENTS NON-MANDATORY PRE-BID MEETING APRIL 22, 2013 @ 10:00 QUINCY CITY HALL, 2nd FLOOR CONFERENCE ROOM.</b>		
Plans/Specifications Available:	<b>Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov APRIL 17, 2013 after 12:00 noon.</b>		
<small>Place, date and time</small>			
General Bid Deadline*:	<b>05/02/2013</b>	Time	<b>11:00 a.m.</b>
Sub Bid Deadline:		Time	
Sub Bid Categories:			
Additional Information	<b>The work under this contract includes the installation of communications ductbanks. The ductbanks consists of concrete-encased PVC utility conduits. Pullwires will be installed as part of this project, cable and wiring will not.</b>		

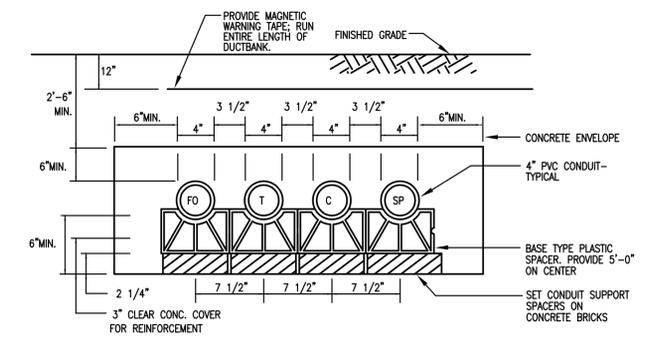
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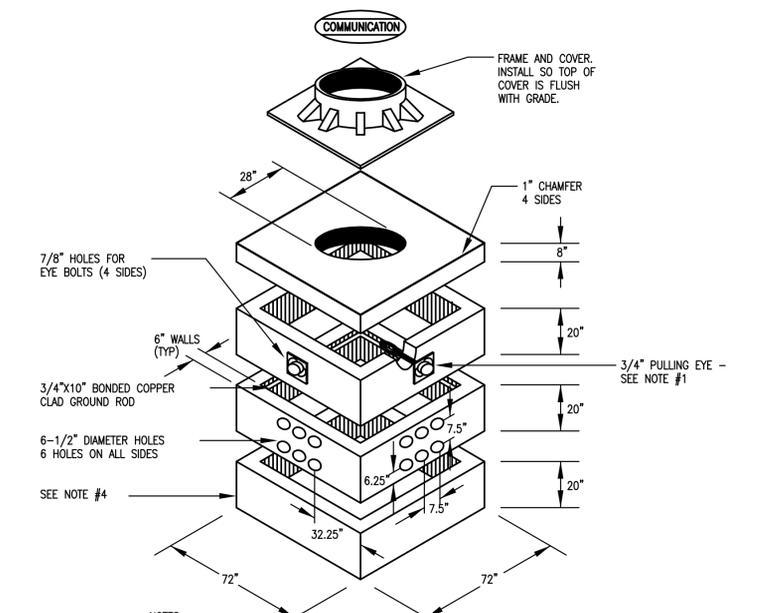
TEL./CABLE/FIBER OPTIC DUCTBANK DETAIL "A-A"

NOTES:  
1. PROVIDE ALL SPARE CONDUITS WITH PULLWIRE.



TEL./CABLE/FIBER OPTIC DUCTBANK DETAIL "B-B"

NOTES:  
1. PROVIDE ALL SPARE CONDUITS WITH PULLWIRE.



NOTES:  
1. INSTALL GALVANIZED PULLING EYES, ONE ON EACH WALL (4) 3/4\"/>

PRECAST COMMUNICATION MANHOLE DETAIL

- NOTES:
1. PROVIDE NEW 4" FIBER OPTIC CABLE CONDUIT WITH NYLON PULL CORD IN NEW DUCTBANK FROM EXISTING INDICATED TELEPHONE MANHOLE TO TELEPHONE ROOM OF ANNEX BUILDING. NEW DUCTBANK MUST BE COMPLETELY INSTALLED AND LEFT READY FOR INSTALLATION OF CABLES INCLUDING PULLWIRE INSTALLATION. COORDINATE WITH OWNER'S FIBER OPTIC VENDOR FOR THE INSTALLATION OF NEW FIBER OPTIC CITY LOOP AND 911 CABLES AFTER CONDUIT INSTALLATION IS COMPLETE.
  2. PROVIDE NEW FIBER OPTIC, CABLE TV, AND TELEPHONE SERVICE CONDUITS TO EXISTING TELEPHONE MANHOLE AS INDICATED. COORDINATE QUANTITY OF NEW CONDUITS REQUIRED WITH VERIZON, COMCAST, AND OWNER'S 911/CITY CIRCUIT VENDOR. 4'-0" LONG CONDUIT STUBS WITH CONNECTIONS TO MANHOLE SHALL BE DONE BY VERIZON. CONNECT NEW DUCTBANK CONDUITS TO CONDUIT STUBS.
  3. ROUTING OF ALL DUCTBANKS AS INDICATED IS APPROXIMATE. VERIFY EXACT ROUTING OF ALL CONDUITS ON SITE WITH ENGINEER PRIOR TO INSTALLATION AND AVOID INTERFERENCES WITH EXISTING SERVICES, UTILITIES, FOOTINGS AND FOUNDATIONS, TREES AND OTHER OBSTRUCTIONS WHEREVER POSSIBLE. NOTIFY ARCHITECT AND ENGINEER IF ANY EXISTING NON-UTILITY OBSTRUCTIONS (ROCKS, LEDGE, BURIED CONCRETE, ETC) ARE ENCOUNTERED.

**B E R**  
BUILDING ENGINEERING RESOURCES, INC.  
66 Main Street  
N. Easton, MA 02556  
T 508.230.0260  
F 508.230.0265  
ber@ber-engineering.com

1240 Pawucket Avenue  
E. Providence, RI 02916  
T 401.453.4602  
F 401.453.4608  
www.ber-engineering.com

**CITY HALL COMMUNICATIONS INFRASTRUCTURE IMPROVEMENTS**  
1305 HANCOCK ST., QUINCY, MA HONORABLE THOMAS P. KOCH, MAYOR

Scale: 1"=20'-0"	Revision:	Drawn: HL
Date: 04-09-13	Revised On:	Checked: SB
HOLMES & EDWARDS, INC., ARCHITECTS 26 Chestnut Street, Quincy, Mass. 02169		Project Number: 1003-U
Sheet Name: SITE PLAN - ELECTRICAL		Sheet Number: SE-1