SECTION 00 01 07

SEALS PAGE

The engineering material and data contained in these Bidding Documents were prepared under the supervision and direction of the undersigned, whose seal as registered professional engineer is affixed below.

Date of Issue: April 1, 2020

Jason Jancaitis, P.E.
Woodard & Curran, Inc. (Engineer)

Aaron Sirois, P.E.
Triple Point Engineering, LLC (Engineer)
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INVITATION TO BID

City of Quincy, MA (Owner) invites Bidders to submit sealed Bids for The Strand Pump Station Improvements, which includes, but is not limited to demolition and replacement of the pump station control building and equipment, the wastewater wet well, valve vault, and mechanical equipment, rehabilitation of the stormwater wet well and valve vault, and replacement of storm pumps and valves; replacement of the wastewater force main, rehabilitation of the stormwater force main; and all materials, equipment, services and construction inherent to the Work.

The Work shall be substantially complete within 370 calendar days from the commencement of Contract Time and completed and ready for final payment 400 calendar days from the commencement of Contract Time.

The Project being bid is subject to Massachusetts General Laws, Chapter 149, Sections 44A-J. General Bidders must be certified by the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for pumping stations. Sub-Bidders must be DCAMM certified for their respective class of Work.

This Project is to be funded in part with monies made available by the Clean Water State Revolving Fund (SRF) and is to be funded in part by the Massachusetts Clean Water Trust (the “Trust”), and compliance with the following is required: Environmental Protection Agency’s (EPA) Diesel Retrofit Program; EPA/Massachusetts Department of Environmental Protection (MassDEP) Division of Municipal Services (DMS) Disadvantaged Business Enterprise Program; the American Iron and Steel requirements of P.L. 113-76 (the Consolidated Appropriations Act of 2014); Davis-Bacon Act and wage requirements; and other MassDEP/DMS provisions and policies.

Sealed Sub-Bids are required for the following classes of Work: **Electrical work**

A pre Bid conference will be held at 11:00 a.m. local time on April 8, 2020 at Quincy DPW Headquarters, 55 Sea Street, Quincy, MA. Bidders are encouraged to attend and participate in the conference. The conference will take place in the DPW parking lot to observe social distancing guidelines.

**Sub-Bids** will be received until 11:00 a.m. local time on April 23, 2020 via U.S. mail or courier or lock box at the offices of the Purchasing Agent, City Hall, 1305 Hancock Street, Quincy, Massachusetts 02169. Sub-Bids filed will then and there be opened and read aloud in accordance with the Inspector General’s and Attorney General’s guidelines (as applicable) for Bid opening. Sub-Bids received after the time of announced opening will not be accepted. Mark outside of package with Project title, name and address of Sub-Bidder, and “[TRADE(s)] Sub-Bid(s) enclosed”.

**General Bids** will then be received until 11:00 a.m. local time on May 7, 2020 via U.S. mail or courier or lock box at the offices of the Purchasing Agent, City Hall, 1305 Hancock Street, Quincy, Massachusetts 02169. General Bids will then and there be opened and read aloud in accordance with the Inspector General’s and Attorney General’s guidelines (as applicable) for Bid opening.
General Bids received after the time of announced opening will not be accepted. Mark outside of package with Project title, name and address of General Bidder, and “General Bid enclosed”.

General Bidders must submit the DCAMM Prime/General Certificate of Contractor Eligibility and the DCAMM Prime/General Contractor Update Statement. Sub-Bidders must submit the DCAMM Filed Sub-Bid Certificate of Contractor Eligibility and the DCAMM Sub-Bidder Update Statement. Any Bid submitted without the appropriate Certificate of Eligibility and Update Statement shall be considered invalid.

Sets of Bidding Documents may be examined at the Issuing Office beginning on April 1, 2020 8:30 a.m. to 4:30 p.m., Monday through Friday.

Issuing Office:
Office of the Purchasing Agent
Quincy City Hall
1305 Hancock Street
Quincy, MA 02169

Sets of Bidding Documents may be obtained:

**electronically at no cost** by registering at:
https://www.quincyma.gov/govt/depts/purchasing/current_bids.htm

Bidders shall send a confirming email to “purchasing@quincyma.gov” to allow Owner to maintain a plan holders list. If Bidding Documents are downloaded and/or printed from Owner’s website, it is Bidder’s responsibility to check the website for any addenda before submitting a Bid. The Owner will not be responsible for any Bid that omits addenda acknowledgement. Note: the “Standard General Conditions of the Construction Contract (CH.30-39m)” on the Owner’s website are superseded by the General Conditions included in these Bidding Documents.

and

**in hardcopy from Issuing Office**, beginning on April 1, 2020, 8:30 a.m. to 4:30 p.m. Mondays through Friday for a refundable deposit for each set of Bidding Documents of $100 payable by check or money order to City of Quincy, which deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in unused condition within 10 days after opening of Bids.

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents or for modifications to the Bidding Documents including electronic conversion.

Bid security in the amount of 5 percent of the prices bid must accompany each General Bid and each Sub-Bid in accordance with the Instructions to Bidders.
Prevailing wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27D inclusive, as amended, apply to this Project. It is the responsibility of the Bidders, before Bid opening, to request if necessary, any additional information on prevailing wage rates for those trades people who may be employed for the proposed Work under the resulting Contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this Project per SRF requirements.

Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid under the resulting construction Contract. The goals for this Project are a minimum of **4.20 percent D/MBE participation** and **4.50 percent D/WBE participation** by certified DBEs. **The two lowest responsive General Bidders shall submit completed DBE forms (EEO-DEP-190C & EEO-DEP-191C and DBE Certification of United States Citizenship form)** by close of business on the third business day after Bid opening. Failure to comply with these requirements may render a Bid non-responsive. No waiver of any provision of the D/MBE & D/WBE Requirements will be granted unless approved by the MassDEP.

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, not to be responsible or eligible. Owner may also reject the Bid of any Bidder if Owner reasonably believes that it would not be in the best interest of the Project or the public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

END OF SECTION
INVI TATI ON TO BI D

The Department of Public Works for the City of Quincy, Massachusetts is seeking sealed sub-Bids and General Bids for The Strand Pump Station Improvements at the offices of the Purchasing Agent, 1305 Hancock St., Quincy, Massachusetts 02169, at which times indicated below, all sub-Bids and General Bids will be publicly opened and read aloud. Sealed Sub-Bids are required for the following classes of Work: Electrical work.

Sub-Bids will be received until 11:00 a.m. local time on April 23, 2020
General Bids will be received until 11:00 a.m. local time Thursday, May 7, 2020

Bids will be received via U.S. mail or courier or at a lock box at the Purchasing Department, 1305 Hancock Street, Quincy, MA. The Bid opening will be performed in accordance with the Inspector General’s and Attorney General’s guidelines (as applicable) for Bid openings.

The Work under this Contract includes, but is not limited to, demolition and replacement of the pump station control building and equipment, the wastewater wet well, valve vault, and mechanical equipment, rehabilitation of the stormwater wet well and valve vault, and replacement of storm pumps and valves; replacement of the wastewater force main, rehabilitation of the stormwater force main; and all materials, equipment, services and construction inherent to the Work.

All Work under this Contract shall be substantially completed within 370 calendar days and completed within 400 calendar days.

A non-mandatory pre-Bid conference will be held 11:00 a.m. local time on April 8, 2020 at Quincy DPW Headquarters, 55 Sea Street, Quincy, MA. Bidders are encouraged to attend and participate in the conference. The conference will take place in the DPW parking lot to observe social distancing guidelines.

Detailed specifications are available on-line at the City of Quincy’s website, www.quincyma.gov and also available at the Office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 a.m. to 4:30 p.m. for a refundable printing charge of $100.00 if returned within 10 days of Bid opening and in unused condition. Specifications will be available April 1, 2020.

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 149, Sections 44A-J, as last revised, all Federal, State and City of Quincy regulations when applicable in relation to Minority Business Enterprise, Women's Business Enterprise, Minority Work Force, Equal Employment Opportunity, and subject to the minimum wage rates set under the Massachusetts Prevailing Wage Law Chapter 149, §26 to 27H and/or any applicable federal rates. 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.
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SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions, if any. Additional terms used in these Instructions to Bidders have the meanings indicated below and as may be included in the Supplementary Instructions to Bidders.

A. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered identified in the Invitation to Bid.

B. Supplements – Those portions of the Bidding Requirements to be submitted with and made a condition of a Bid including required submittals.

C. Notice of Intent to Award – The written notice to the Successful Bidder indicating, conditions precedent to receiving a Notice of Award and Agreement for execution.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Sets of Bidding Documents may be examined and obtained as stated in the Invitation to Bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, Bidding Documents or any portion thereof provided by third parties, or for modifications to the Bidding Documents not made by official Addenda, including electronic conversion.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidders’ qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data requested in the Bidding Documents, and within the time frames stipulated upon Owner's request.

3.02 Bidders shall meet minimum criteria regarding experience and qualifications set forth in the General Requirements and the Specifications.
3.03

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 **Subsurface and Physical Conditions**

A. Section 00 73 10 of the Supplementary Conditions identifies:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Section 00 73 10, if any, are included in the Bidding Documents as indicated in Section 00 31 00. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions, has been identified and established in Section 00 73 10 of the Supplementary Conditions.

C. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 **Underground Facilities**

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 **Hazardous Environmental Condition**

A. Section 00 73 10 of the Supplementary Conditions identifies any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Section 00 73 10, if any, are included in the Bidding Documents as indicated in Section 00 31 00. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Section 00 73 10 of the Supplementary Conditions.
C.  Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions and Section 00 73 10 of the Supplementary Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions and Section 00 73 10 of the Supplementary Conditions.

4.05 Upon request, Owner may provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall be responsible for obtaining permission and necessary permits and insurance for access to the Site. Bidder shall clean up and restore the Site to its former condition upon completion of any such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the General Conditions and Section 00 73 10 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10, as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10, as containing reliable "technical data";

E. consider the information known to Bidder; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder discovers in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre Bid conference will be held at the time, date and location as indicated in the Invitation to Bid. Bidders are encouraged to attend and participate in the conference.

5.02 Addenda will be issued to all prospective Bidders of record considered necessary in response to questions arising at the conference by posting on the Owner’s website only. Oral statements may not be relied upon and will not be binding or legally effective. It is each Bidder’s responsibility to check the Owner’s website for Addenda per Paragraph 7.03.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Issuing Office, attention Kathryn R. Logan, Purchasing Agent, via fax 617-376-1074 or email (klogan@quincyma.gov) with a copy to Kim Trillcott (kimtrillcott@quincyma.gov).

7.02 The deadline for questions is 4:00 p.m. on April 29, 2020. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda.

7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer, will be available for examination at the Issuing Office, will be posted on the Owner’s website as stated in the Invitation to Bid, and will not be mailed or faxed to registered Bidders. It is each Bidder’s responsibility to check the website for Addenda.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price and in the form of a certified check, treasurer's or cashier's check, or money order, or a Bid bond on or consistent with the form included in the Bidding Documents in Section 00 43 13 issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General and Supplementary Conditions, if any.
8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has furnished the required Contract security, insurance documentation and met the other conditions of the Notice of Intent to Award, Notice of Award, and executed the Contract Documents, whereupon the Bid security will be released. If the Successful Bidder fails to furnish the required Contract security, insurance documentation, and meet the other conditions as stated in the Notice of Intent to Award, Notice of Award, and execute and deliver the Contract Documents, Owner may consider Bidder to be in default, annul the Notice of Intent to Award or Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. See Supplementary Instructions to Bidders (if any) for additional information.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be returned within 5 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment and construction methods or procedures specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment and construction methods or procedures may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 The Bidding Documents may require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner with the Bid.
12.02 As required in the Bidding Documents, or within 5 days after Bid opening if requested by Owner, Bidder shall submit a listing and experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General and Supplementary Conditions, if any.

12.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form and Supplements are included with the Bidding Documents.

13.02 Bids are to be submitted as indicated in the Bid Form. All blanks on the Bid Form shall be completed in ink or typewritten and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a general partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member or manager and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder’s name and official address.
13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form. See Supplementary Instructions to Bidders for additional requirements, if any.

13.12 Bidders are advised to carefully review those portions of the Bid Form and Supplements requiring Bidder’s representations and certifications that are to be submitted with a Bid or subsequent to the Bid opening, and made a condition of the Bid.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Bid Pricing

A. General Bidders shall submit a Bid on a lump sum basis for the Work listed in the Form for General Bid. Sub-Bidders shall submit a Bid on a lump sum basis as provided for in the Form for Sub-Bid.

B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between prices written in words and prices written in figures will be resolved in favor of prices written in words.

14.02 Alternates (if any)

A. Bidders shall include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form and Supplements, if any. The price for each alternate will be considered in accordance with Article 19.
14.03 Completion Time Comparisons

A. Bid prices will be compared after adjusting for exceptions taken by Bidders for the number of days or dates set for Substantial Completion per Article 9 above if allowed in Bid Form. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished a copy of the Bid Form, the Bid Security Form and Supplements. An original signed hard copy of the Bid Form, the original of the Bid security, Supplements as listed in the Bid Form are to be completed and submitted to the Issuing Office.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.

15.03 If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A Bid sent by mail or courier shall be addressed to the Issuing Office.

15.04 Bidders shall be responsible to confirm the ability of overnight mailing or courier services to deliver to the Issuing Office.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered in hard copy to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Such modifications and withdrawals may not be transmitted by email.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-Bid, that Bidder may be disqualified from submitting a Bid on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly.
ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, not to be responsible or not to meet the specified qualification or quality requirements, based on poor references or otherwise. Owner may also reject the Bid of any Bidder if Owner reasonably believes that it would not be in the best interest of the Project or public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Intent to Award or Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities are submitted.

A. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
A. Owner may conduct reference checks for the Bidder. Poor references may be a basis for deeming Bidder as not responsible. Reference questions will include, but are not limited to, product quality and durability, overall work quality, performance, timely delivery/completion, customer service, and general customer satisfaction.

19.06 If the Contract is to be awarded, Owner may award the Contract to the responsible and eligible Bidder, offering the lowest price for the base Bid OR base Bid plus Alternate 1, and whose Bid is in the best interests of the Project or public.

19.07 The Owner will issue a Notice of Intent to Award to the Successful Bidder in the form included in Bidding Documents. Within 15 days of receipt of the Notice of Intent to Award, the Successful Bidder shall comply with the conditions set forth therein and provide requested information. After required reviews and approvals by Owner of bonds and insurance documentation, and other conditions set forth in the Notice of Intent to Award, the Owner may issue a Notice of Award in accordance with Article 21.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.02 The Successful Bidder who receives the Notice of Intent to Award will be required to provide the Performance Bond and Payment Bond and required insurance documentation within 15 days from the date of receipt of the Notice of Intent to Award.

20.03 In case the bonds or insurance documentation submitted by the Successful Bidder do not meet the requirements of the Contract Documents, and changes are to be made before these documents can be accepted by the Owner, the Successful Bidder is obligated to accept an extension of the date of award of the Contract, or the date of issuance of Notice to Proceed, as the case may be, for that period of additional time required to furnish acceptable documents.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 After required reviews and approvals by Owner of bonds and insurance documentation and other conditions set forth in the Notice of Intent to Award, Owner will issue a Notice of Award to the Successful Bidder. When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement and attached thereto. Within 5 business days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. After required reviews and approvals, Owner shall deliver one fully signed set of Contract Documents to Successful Bidder with a complete set of the Drawings.
21.02

ARTICLE 22 – RETAINAGE

22.01 Provisions regarding retainage are set forth in the Agreement.

ARTICLE 23 – CONTRACTOR’S WARRANTY AND GUARANTEES; CORRECTION PERIOD

23.01 Provisions regarding Contractor’s general warranty and guarantees and correction period are set forth in Articles 6.19, 13.06, 13.07, 13.09 and 14.03 of the General and Supplementary Conditions, if any.

ARTICLE 24 – SAFETY AND HEALTH REGULATIONS

24.01 The Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, as a minimum, and other specific requirements identified in the Supplementary Conditions.

ARTICLE 25 – EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION, AND AFFIRMATIVE ACTION

25.01 Provisions regarding the requirements for equal employment opportunity, anti-discrimination, and affirmative action programs, if any, are set forth in the Supplementary Conditions.

ARTICLE 26 – WAGE RATE REQUIREMENTS

26.01 Wage rate requirements, if any, are set forth in the Supplementary Conditions.

ARTICLE 27 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

27.01 Supplementary Instructions to Bidders, if any, are included in Section 00 22 13 and may include certain provisions required by Laws and Regulations and funding agencies. Bidders are solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

END OF SECTION
SECTION 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplement or modify the Instructions to Bidders. This section includes certain provisions required by Laws and Regulations, but does not represent or reflect all applicable provisions and policies or Laws and Regulations, and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Bidders are solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations. Representations, certifications, compliance statements and forms relating to the subject matter in this Section are included in Section 00 45 05 and must be submitted by each Bidder as part of its Bid. Failure to do so may render a Bid non-responsive.

1.01 APPLICABLE LAWS FOR BID AND AWARD; GENERAL

A. This Contract is being bid and awarded under the provisions of Commonwealth of Massachusetts General Laws (“MGL”) Chapter 149, Section 44A, Definitions; competitive bids; award; bonds . . . whereby Sections 44A through 44H shall apply.

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

B. The Bid and Contract are subject to MGL Chapter 43, Section 27 Interest In Public Contracts By Public Employees Prohibited; Penalty and provisions of MGL Chapter 268A, Section 20 Municipal Employees; Financial Interest In Contracts; Holding One Or More Elected Positions.

C. Pursuant to MGL Chapter 149, Sections 44A to 44H and the Bidding Requirements,

1. Bidders must be pre-certified as eligible by the Division of Capital Asset Management and Maintenance (DCAMM) and must submit its Certificate of Eligibility and Update Statement; and

2. Sub-Bids for certain classes of Work must first be submitted to the Owner per the Bidding Requirements. If sub-Bids are received and not rejected, they will be considered “filed sub-Bids”. Filed sub-Bids will be made available to general Bidders for inclusion in general Bids as applicable, in accordance with the Bidding Requirements.

E. Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos must be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6B.

F. Sheet metal work must be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.

G. Sub-Bids are required for the following classes of Work as summarized in Section 01 11 20.

   electrical work

H. Pursuant to Paragraphs 19.01 and 19.06 of the Instructions to Bidder, Bidders must be “eligible” and “responsible” as defined by MGL Chapter 149, Section 44A.

1.02 DEFINED TERMS

A. *General Bidder* – also “Bidder” as defined in the General Conditions and Supplementary Conditions; a Bidder who submits a general Bid to Owner on the Form for General Bid in accordance with MGL Chapter 149, Sections 44A to 44H along with required Supplements.

B. *Sub-Bidder* – also “Bidder” as defined in the General Conditions and Supplementary Conditions; a Bidder who files a sub-Bid with Owner for use by a General Bidder, for a class of Work specified in Chapter 149, Section 44F on the applicable Form for Sub-Bid along with required Supplements.

C. *Bid security* – per the Instructions to Bidders. Also “bid deposit” as used in MGL Chapter 149, Sections 44A to 44H.

D. *Bid Form* – as defined in the General Conditions and Supplementary Conditions and also includes Form for General Bid, Annex and Supplements, Form for Sub-Bid for each class of Work, Annex and Supplements.
E. Eligible – as defined in MGL Chapter 149, Section 44A.

“. . .able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of (this) chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.”

F. Responsible – as defined in MGL Chapter 149, Section 44A.

“. . .demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter.”

G. General Contractor – the Successful General Bidder.

1.03 SUBMISSION OF SUB-BIDS

A. Each sub-Bid shall be submitted pursuant to MGL Chapter 149, Section 44F and in accordance with Article 15 of the Instructions to Bidders, and also be identified as “SUB-BID” with the name of the sub-trade for which the sub-Bid is submitted on the outside of the sealed envelope containing the sub-Bid.

B. Within 2 days, Saturdays, Sundays and legal holidays excluded, after opening of sub-Bids, the Owner will reject every sub-Bid which is not accompanied by the required Bid deposit or which otherwise does not conform to the statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for; provided, however, that the failure of the Owner to reject such a sub-Bid within such period shall not validate such a sub-Bid nor preclude the Owner from subsequently rejecting.

C. Not later than the second day, Saturdays, Sundays and legal holidays excluded, before the day fixed by the Owner for the opening of general Bids, the Owner shall mail to every person on record as having taken a set of Plans and Specifications, a list of Sub-Bidders arranged by sub-trades and listing for each sub-trade the name, address and sub-Bid price of every Sub-Bidder submitting a sub-Bid thereon not rejected by the Owner and the general Bidders excluded from using such sub-Bid. A person shall not be named by a general Bidder as a Sub-Bidder for a sub-trade on the Form for General Bid unless such person is included for such sub-trade in said list.
D. If a General Bidder not excluded in said list from doing so names as a Sub-Bidder for a sub-trade on the Form for General Bid, a person included for such sub-trade in said list at the sub-Bid price stated in said list, neither the general Bid of such General Bidder nor the Contract executed on the basis of such general Bid shall be invalid or rejected because of the invalidity of such sub-Bid, or because of error in said list, nor shall such general Bid be rejected nor shall such Contract be invalid because of any invalid action taken by the Owner in connection with any sub-Bid or sub-Bids; but there shall be substitution of Sub-Bidders and adjustment of Contract Price as if MGL Chapter 149, Section 44F, subsection (4)(c) were applicable.

1. If no sub-Bid is filed for a sub-trade designated in the general Bid Form or if the only sub-Bids which are filed are restricted to the use of one or more General Bidders, the Owner may state, in an Addendum issued with the list of Sub-Bidders referred to above, that the General Bidder shall include in the cost of its own Work, an amount to cover all the Work required for any such sub-trade. The general Contractor shall cause the Work covered by such sub-trade to be done by a qualified and responsible Subcontractor, subject to the written approval of the Owner. If the Owner determines that any Subcontractor chosen by the general Contractor as provided in this paragraph is not qualified or responsible, the general Contractor shall obtain another Subcontractor who is satisfactory to the Owner with no adjustment in the general Contractor’s price.

2. If a rejection of all sub-Bids, other than as set forth above, for such a sub-trade occurs pursuant to MGL Chapter 149, Section 44E subsection (1) or Section 44F subsection (3), the Owner shall state, in an Addendum issued with the list of Sub-Bidders referred to above, the amount to be included by a General Bidder on the general Bid form for such sub-trade; and without in any way affecting other Sub-Bidders who have conformed to the prescribed bidding procedure, new sub-Bids for such sub-trade shall be requested forthwith by written invitation to three or more qualified Sub-Bidders and shall be publicly opened and read by the Owner at a time and place to be specified in such invitation. The general Contractor shall cause the work covered by such sub-trade to be done by the lowest responsible and eligible Sub-Bidder against whose standing and ability the general Contractor makes no objection or, if there is no such Sub-Bidder, by such Subcontractor against whose standing and ability the general Contractor makes no objection and for such sum as the general Contractor and the Owner may agree upon; and the Contract Price shall be adjusted by the difference between the Subcontract sum and the amount stated in the Addendum. The General Bidder shall include in the cost of its own Work on the Form for General Bid all expenses and profits on account of such adjustments.
E. If a General Bidder customarily performs, with employees on his own payroll who are mechanics or laborers as referred to in MGL Chapter 149 Section 26, a sub-trade for which the Owner has invited filed sub-Bids, it may submit a sub-Bid for such sub-trade which shall be considered on a par with other sub-Bids, and it shall also list under the appropriate sub-Bid category in its Bid its own name and sub-Bid price for such sub-trade. No such sub-Bid shall be considered unless the General Bidder can show (a) it does so customarily perform such sub-trade, and (b) it is qualified to do the sub-trade work. In lieu of listing its name and sub-Bid price in its general Bid, such General Bidder may list the name and amount of the lowest responsible and eligible Sub-Bidder for that sub-trade if (a) such Sub-Bidder’s price is lower than his, (b) such sub-Bid is available for his use; and (c) such sub-Bid is not restricted to his use alone or to his use and that of another General Bidder, or Bidders.

F. All Sub-Bidders when finally selected shall be notified in writing of their selection within 48 hours thereafter by the General Bidder.

1.04 BID SECURITY

A. The Bid security of the 3 lowest Responsible and Eligible General Bidders will be retained until execution of a Contract or within 30 days after Bid opening if no award is made, except if forfeited.

1. If the Bid security is forfeited per the Instructions to Bidders and MGL Chapter 149, Section 44B, the amount of such forfeiture shall be liquidated damages and shall not exceed the difference between the Successful General Bidder’s Bid price and the Bid price of the next lowest Responsible and Eligible General Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the General Bidder, the Bid security shall be returned to it.

B. The Bid security of the Sub-Bidders named in the general Bids of the three lowest Responsible and Eligible General Bidders and those of the 3 lowest Responsible and Eligible Sub-Bidders for each sub-trade will be retained until execution of a Contract or within 30 days after Bid opening if no award is made, except if forfeited.

1. If the Bid security is forfeited per the Instructions to Bidders and MGL Chapter 149, Section 44B, the amount of such forfeiture shall be liquidated damages and shall not exceed the difference between the Successful Sub-Bidder’s sub-Bid price and the sub-Bid price of the next lowest Responsible and Eligible Sub-Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting any such Sub-Bidder, the Bid security shall be returned to it.
1.05 EVALUATION OF BIDS

A. In determining a lowest Responsible and Eligible General Bidder and Sub-Bidders, the Owner will consider the information submitted by each General Bidder and Sub-Bidder in the DCAMM Update Statements.

1.06 SUBSTITUTION OF SUB-BIDDERS SUBSEQUENT TO AWARD

A. If, after the selection of the lowest Responsible and Eligible General Bidder, it be decided to consider Sub-Bidders other than the ones named by such General Bidder in his general Bid, the Owner and such General Bidder shall jointly consider all filed sub-Bids not rejected in accordance with MGL Chapter 149 Section 44F subsection (3).

B. Any agreement to substitute a sub-Bid for the one named in the selected General Bid shall result in an adjustment of the General Bid price in accordance with MGL Chapter 149 Section 44F subsection (4)(b).

C. The General Bidder’s price for Work shall also be adjusted by the amount of the change in the premium for the general Contractor’s performance bond and his labor and materials or payment bond caused by substitutions.

1.07 SUBCONTRACTS WITH SUB-BIDDERS

A. Not later than 10 days after the General Bidder selected as the general Contractor is notified by the Owner of his selection as the general Contractor, the General Bidder so selected shall present subcontract agreements to each of the filed Sub-Bidders finally selected in the form included in Section 00 73 73. The selected General Bidder and each of the selected Sub-Bidders shall promptly execute the subcontract agreements, and fully executed copies of the subcontract agreements shall be delivered to the Owner not later than 25 calendar days after award of the Contract to the selected General Bidder.

B. Pursuant to MGL Chapter 149, Section 44F subsection (4)(c), if a selected Sub-Bidder fails, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the general Contractor, to perform his agreement to execute a subcontract in the form set forth in the Contract Documents with such General Bidder, contingent upon the execution of the Contract, and, if requested so to do by such General Bidder in the general Bid, to furnish a performance and payment bond as stated in his sub-Bid, such General Bidder and the Owner shall select, from the other sub-Bids duly filed with the Owner for such sub-trade and not rejected under MGL Chapter 149 Section 44H, the lowest responsible and eligible Sub-Bidder at the amount named in his sub-Bid as so filed, against whose standing and ability the general Contractor makes no objection, and the Contract Price shall be adjusted by the difference between the amount of such sub-Bid and the amount of the sub-Bid of the delinquent Sub-Bidder.
1.08 OTHER REQUIREMENTS OF THE MGL

A. Foreign Corporations: The provisions of MGL Chapter 30, Section 39L, Public construction work by foreign corporations; restrictions and reports, requires that if a General Bidder or filed Sub-Bidder is a foreign corporation, it shall provide with their Bid and filed sub-Bids, a certificate from the Commonwealth of Massachusetts Secretary of State stating that the corporation has complied with requirements of Section 15.03 of subdivision A of Part 15 of MGL Chapter 156D and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, and further, General Bidder will provide such certificate for each other Subcontractor (if any) that is a foreign corporation if it receives a Notice of Intent to Award. See also Section 00 45 05 of the Bidding Requirements.

B. Taxes: General Bidder and filed Sub-Bidders shall submit with their Bid and filed sub-Bids, a “Certificate of Good Standing” with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue (samples attached) certifying Bidder has complied with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. Bidder will provide such certificate for each other Subcontractor (if any) if it receives a Notice of Intent to Award. Bidders are encouraged to obtain such Certificate of Good Standing online at

https://www.mass.gov/how-to/request-a-certificate-of-good-standing-tax-compliance-or-a-corporate-tax-lien-waiver

See explanation, instructions, and sample at the end of this Section.

C. Debarment: A Bidder is ineligible to bid or enter into a public contract in the Commonwealth of Massachusetts if it has been debarred from bidding on or entering into a public contract under the provisions of MGL Chapter 29, Section 29F, Debarment from bidding; definitions; lists; notice; affiliates; mitigating circumstances, or any other applicable debarment provisions of any other chapter of the MGL or any rule or regulations promulgated thereunder.

D. Financial Statements: The following shall be submitted prior to execution of the Agreement in accordance with MGL Chapter 30, Section 39R Definitions; contract provisions; management and financial statements; enforcement as requested in the Notice of Intent to Award issued to the Successful General Bidder.

- To Owner - A statement by management on internal accounting control and a statement prepared by an independent certified public accountant regarding management’s statement (samples at the end of this section); and
- To DCAMM - An audited financial statement for the most recently completed fiscal year (submitted directly).
E. **Labor Preferences and Work Hours**

1. The provisions of MGL Chapter 149, Section 26, *Public works; preference to veterans and citizens; wages*, requires the employment in the construction of public works be subject to preference being given to citizens of the Commonwealth of Massachusetts, citizens of the town or city where the Project is located, veterans and service-disabled veterans, and citizens of the United States. The provisions of MGL Chapter 149, Section 179A, *Preference to citizens in awarding public work contracts, violations*, requires that award of contracts for public work be subject to preference being given to persons who are citizens of the United States.

2. The provisions of MGL Chapter 149, Sections 26, 27, and 27A through 27D, as amended, set forth requirements for prevailing wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards. It is the responsibility of the Bidders, before Bid opening, to request if necessary, any additional information on prevailing wage rates for those trades people who may be employed for the proposed Work under the resulting Contract. See Section 00 73 43.

3. The provisions of MGL Chapter 149, Section 30, *Eight hour day and six day week; emergencies; work on highways* and Section 34, *Public contracts; stipulation as to hours and days of work; void contracts* regulate work hours for public construction.

F. **Sales Tax Exemption**: MGL Chapter 64H, Section 6, *Exemptions*, subsection (f) exempts building materials and supplies to be used in the Project from Commonwealth of Massachusetts sales tax and Bidder shall not include any amount therefor. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.

G. **Safety and Health**: This Project is subject to Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Occupational Safety 454 CMR 10.00 et seq. “Construction Industry Rules and Regulations”; Massachusetts Department of Public Safety 520 CMR 14.00 et seq. “Excavation and Trench Safety”; MGL Chapter 82, The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways, and Specific Repairs Thereon, MGL Chapter 82A, Excavation and Trench Safety, and MGL Chapter 149 Section 129A, Shoring Trenches for local governments.
1. In addition, MGL Chapter 30, Section 39S, requires that all employees to be employed at the Work Site 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 documentation of successful completion of said course shall be submitted with the first certified payroll report for each employee. Any employee found on a Work Site subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

2. This Project is subject to the Commonwealth of Massachusetts “COVID-19 Guidelines and Procedures for all Construction Sites and Workers at All Public Work” (as may be amended) issued March 25, 2020 by Robert C. Ross, Chief Legal Counsel for the Baker-Polito Administration included as an attachment to Section 00 73 73.

H. Special Licensing

1. Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos must be performed by a contractor licensed in accordance with MGL Chapter 149, Section 6B.

2. Sheet metal work must be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.

I. Public Records: The Bid and Contract are subject to MGL Chapter 66 et seq, Public Records, and as such, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Bidder agrees to provide the Owner copies of any documents requested under this law at no charge to the Owner or the requestor.
1.09 ENVIRONMENTAL PROTECTION AGENCY STATE REVOLVING LOAN FUND PROGRAM (SRF) AND MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION (MASSDEP), DIVISION OF MUNICIPAL SERVICES (DMS) SRF PROVISIONS

A. This Project is to be funded in part with monies made available by the Clean Water State Revolving Fund (SRF) and by the Massachusetts Clean Water Trust (the “Trust”) and subject to the approval by the MassDEP. Compliance with the following is required.

1. This Project is subject to the requirements of the Department of Environmental Protection's Diesel Retrofit Program. Bidders must submit a signed and dated Statement of Intent to Comply form, included at the end of Section 00 45 05, as part of its Bid. See detailed requirements included in Section 00 73 76 for required certification after award.

2. This Project is subject to the American Iron and Steel requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014. See detailed requirements included in Section 00 73 76.

3. Federal minimum wage rates as determined by the United States Department of Labor under the Davis-Bacon Act: See Section 00 73 43. In case of discrepancy between Federal and state wage rates, the higher wage rates shall apply.


5. Applicable provisions of the Massachusetts General Laws and Regulations and/or United States Code of Federal Regulations govern the Bidding Requirements and resulting Contract, and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflicts between the Code of Federal Regulations and state Laws and Regulations exist, the more stringent requirement shall apply.
6. Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid under the resulting Contract. The goals for this Project are a minimum of **4.20 percent D/MBE participation and 4.50 percent D/WBE participation** by certified DBEs. The two lowest responsive, responsible and eligible General Bidders shall submit completed DBE forms (EEO-DEP-190C & EEO-DEP-191C and DBE Certification of United States Citizenship form) in accordance with Section 00 45 57 by the close of business on the third business day after notification by Owner or Engineer. Failure to comply with the requirements of this paragraph or the requirements in Section 00 45 57 may be deemed to render a Bid non-responsive. No waiver of any provision of the D/MBE & D/WBE Requirements including those in Section 00 73 38 will be granted unless approved by the MassDEP.

7. The lowest responsive, responsible, and eligible General Bidder will be required to submit a projected monthly cash flow schedule and Statement of Direct Labor Cost percentages per Section 00 73 76 for MassDEP approval prior to issuance of a Notice of Award.

8. Bids shall reflect MassDEP - DMS requirements under the SRF Program including mobilization not exceeding 5 percent of the total Contract Price and other certain items included in Section 00 73 76.

9. The Contractor who enters into an agreement with the Owner shall guarantee: the Work to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and the Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled.

   a. This guarantee shall be for a minimum of 1 year from the date of Substantial Completion; defects in the Work will be corrected or Owner may correct; and other required warranties and guarantees will be provided as specified, all in accordance with Articles 6.19, 13.06, 13.07, 13.09 and 14.03 of the General and Supplementary Conditions, if any.

   b. If at any time within the said period of guarantee any part of Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction.
or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

10. This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to any applicable Massachusetts Regulations. Bidders shall be familiar with the requirements of these Regulations.

11. Whenever it is written that an equipment manufacturer must have a specified period of experience with its product, equipment which does not meet the specified experience period can be considered if the equipment Supplier or manufacturer is willing to provide an "Efficiency Guarantee Bond" or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

1.10 REQUIREMENTS OF THE CITY OF QUINCY

A. Bidders shall submit information per Section 00 45 13 regarding any labor disputes during the past 5 years.

B. Bidders shall certify compliance with the requirements set forth in Section 00 73 38 and the Supplemental Conditions regarding equal employment opportunity.

ATTACHMENTS

A. MA Department of Revenue – Instructions for Requesting a Certificate of Good Standing-Tax Compliance or Corporate Tax Lien Waiver

B. Sample Certificate of Good Standing and/or Tax Compliance

C. Accounting Controls Letters MGLc30s39R

END OF SECTION
Request a Certificate of Good Standing-Tax Compliance or a Corporate Tax Lien Waiver

Whether you are a business or an individual, learn how to request proof you’re in good tax standing with the Massachusetts Department of Revenue.

If filed online with MassTaxConnect, you should hear back within a day or two.

Request for a business with MassTaxConnect
(https://mtc.dor.state.ma.us/mtc/?link=COGS)

Request for an individual with MassTaxConnect
(https://mtc.dor.state.ma.us/mtc/?link=COGSIND)

THE DETAILS

What you need

☐ Your Social Security number or Employee Identification Number (EIN)

☐ If you’re selling your business, a legal description of assets to be sold

There is no fee to obtain a Certificate of Good Standing-Tax Compliance or a Corporate Tax Lien Waiver.

A Certificate of Good Standing-Tax Compliance or a Corporate Tax Lien Waiver is the answer when individuals, corporations, and other organizations need proof they’ve filed their tax returns and paid tax bills in order to:

☐ Obtain financing

☐ Renew a liquor or professional license

☐ Enter into a business transaction

CONTACT

Certificate of Good of Standing

Phone
(617) 887-6400 (tel:6178876400)
8:30 a.m. – 4:30 p.m., Monday through Friday

RELATED

Video – How to File for a Certificate of Good Standing When you are Logged in (https://www.youtube.com/watch?v=vlUuZmc8i)

Set up a payment agreement (https://www.mass.gov/info-details/dor-payment-agreement)

AP 613: Requesting Certification of Tax Compliance (http://www.mass.gov/dor/businesses/help-and-
☐ Get a job

☐ Sell a business (Corporate Tax Lien Waiver).

If requested with MassTaxConnect, authorized practitioners can obtain a Certificate within a day or two.

Before making a request, practitioners should have:

☐ The entity’s identification number and

☐ A list of tax types filed with the Department of Revenue (DOR).

How to request

Online

Apply online with MassTaxConnect:

☐ Businesses (https://mtc.dor.state.ma.us/mtc/?link=COGS)

☐ Individuals (https://mtc.dor.state.ma.us/mtc/~/?Link=COGSIND)

Video – How to File for a Certificate of Good Standing
When you are Logged in (https://www.youtube.com/watch?v=LtiZmc87o&pbjreload=10)

By mail

File a Request for a Certificate of Good Standing and/or Tax Compliance or Waiver of Corporate Tax Lien (/doc/request-for-a-certificate-of-good-standing-andor-tax-compliance-or-waiver-of-corporate-tax-lien/download).

Processing of a paper application can take 4 to 6 weeks. We strongly recommend filing your request online if that option is available to you.

More info

Once you’ve submitted your request, a search will be made to identify any:
☐ Returns you need to file, or

☐ Bills you need to pay.

You will receive an email letting you know the results of this search and what you need to do.

Fully compliant taxpayers will be able to:

☐ Print a Certificate, or

☐ Request a mailed copy to the address of record.

If you need to pay a bill, you’ll be given an opportunity to pay via electronic funds withdrawal or credit card. You can file and pay most non-filed tax returns with MassTaxConnect (https://mtc.dor.state.ma.us/mtc/).  

Please be aware that you have to wait at least 24 hours to reapply for a Certificate of Good Standing if you:

☐ Pay a bill through electronic funds withdrawal,

☐ Pay a bill by credit card, or

☐ File returns online.

You can also request a Professional License Renewal Certificate using MassTaxConnect by selecting:

☐ The Individual tab on MassTaxConnect (https://mtc.dor.state.ma.us/mtc/?link=COGSIND), then

☐ Certificate of Good Standing under Individuals, then

☐ Professional License Renewal Certificate.

Contact

Certificate of Good of Standing
Phone
(617) 887-
6400 (call 6178876400)
8:30 a.m.–4:30 p.m., Monday
through Friday

RELATED

Video – How to File for a Certificate of Good Standing
When you are Logged
in (https://www.youtube.com/watch?v=VLTtIZmcB7o&pbjreload=10)

Set up a payment
agreement (/info-details/dor-payment-agreement-frequently-asked-questions)

AP 613: Requesting Certification of Tax Compliance

Did you find what you were looking for on this webpage? *

Yes  No

SEND FEEDBACK
CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, COMPANY NAME is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau
The Massachusetts Department of Revenue has received a request for a Certificate of Good Standing for the above listed taxpayer. The Massachusetts Department of Revenue currently considers this taxpayer to be in compliance with the tax laws of the Commonwealth of Massachusetts.

Charlene Hannaford
Deputy Commissioner
TO BE SUBMITTED ON CONTRACTOR’S LETTERHEAD

DATE

INSERT Owner name and address

RE: [INSERT CONTRACT #/PROJECT # AND NAME]

Dear [______________]:

This letter is being submitted pursuant to MGL Chapter 30 §39R(c). Please be advised that our firm has a system of internal accounting controls which assure that:

1. transactions are executed in accordance with management’s general and specific authorization;

2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

3. access to assets is permitted only in accordance with management’s general or specific authorization; and

4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

[Name and title of authorized representative of Contractor]
DATE

INSERT Owner name and address

RE: [INSERT CONTRACT #/PROJECT # AND NAME]

Dear [______________]:

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by [NAME OF CONTRACTOR], in connection with the above-captioned Project as required under MGL Chapter 30, § 39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls and such representations are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to [NAME OF CONTRACTOR]’s financial statements.

Sincerely,

________________________, CPA

[Name]
# AVAILABLE PROJECT INFORMATION

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END OF SECTION
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Explorations and Geotechnical Engineering Services

Proposed Pump Station Upgrade
The Strand
Quincy, Massachusetts

Prepared For:
Woodard & Curran
Attention: Jason D. Jancaitis, P.E.
40 Shattuck Road
Suite 110
Andover, Massachusetts 01810

Prepared By:
S. W. Cole Engineering, Inc.
10 Centre Road
Somersworth, NH 03878
T: 603-692-0088
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Woodard & Curran  
Attn: Jason D. Jancaitis, P.E.  
40 Shattuck Road  
Suite 110  
Andover, MA 01810

Subject: Explorations and Geotechnical Engineering Services  
Proposed Pump Station Upgrade  
The Strand Street  
Quincy, Massachusetts

Dear Jason:

In accordance with our Proposal dated March 25, 2018, we have performed subsurface explorations for the proposed pump station upgrade on The Strand in Quincy, Massachusetts. This report summarizes our findings and geotechnical recommendations, and its contents are subject to the limitations set forth in Appendix A.

1.0 INTRODUCTION

1.1 Scope and Purpose
The purpose of our services was to obtain subsurface information at the site in order to provide geotechnical recommendations relative to foundations and earthwork associated with the proposed pump station construction. Our scope of services included the making of one test boring, soils laboratory testing, a geotechnical analysis of the subsurface findings, and preparation of this report.

1.2 Site and Proposed Construction
The project site is located in a cleared area on the south side of The Strand in Quincy, Massachusetts. The area contains two below ground valve vaults and associated 5 and 10 foot diameter wet wells in the eastern portion of the site. An existing control building is located in the western portion of the site. Based on correspondence with you, the
control building is pile supported as are many utilities in the area. We understand the existing control building is raised 6 feet above existing grade.

We understand proposed construction will include a new control building to provide additional flood resistance. We understand the new building will need to be raised an additional 4 feet to meet FEMA and TR-16 requirements. The new building will include an elevated structural slab. We understand the new building will be constructed adjacent to the existing building to the northwest. A slab-on-grade will be used to support utilities and equipment.

Existing site features are shown on the “Exploration Location Plan” attached in Appendix B.

2.0 EXPLORATION AND TESTING

2.1 Explorations
One test boring was made at the site on August 27 and 28, 2019 by S. W. Cole Explorations, LLC. The test boring location was selected and established in the field by S. W. Cole Engineering, Inc. (S.W.COLE) by measuring from existing site features. The approximate test boring location is shown on the “Exploration Location Plan.” The test boring log and key to the notes and symbols used on the log are attached in Appendix C.

2.2 Field Testing
The test boring was advanced through soils using cased rotary-wash drilling techniques. Soils were sampled at 2 to 5 foot intervals using a split spoon sampler and Standard Penetration Testing (SPT) methods. Pocket Penetrometer Tests (PPT), Vane Shear Tests (VST), and Shelby tube sampling were performed where cohesive soils were encountered. SPT blow counts, PPT, and VST results are shown on the logs.

2.3 Laboratory Testing
Soil samples obtained from the explorations were returned to our laboratory for further classification and testing. Moisture content test results are noted on the logs. The results of two soil gradation and one consolidation tests are attached in Appendix D.
3.0 SUBSURFACE CONDITIONS

3.1 Soil and Bedrock
The test boring encountered a soils profile consisting of a surficial 2 inches of grassed topsoil overlying loose to medium dense granular fills to 4 feet, overlying native loose gray gravelly sand to a depth of 13 feet. An approximately 7 foot thick layer of organic peat was encountered from 13 to 20 feet. Below the organic peat, the gravelly sand continued to 26.8 feet. The test boring then encountered medium to stiff consistency silt and clay to 50 feet, overlying medium dense to dense fine to medium sand to a depth of 100 feet where the test boring was terminated. For a more detailed description of subsurface findings, refer to the attached boring log included in Appendix C.

3.2 Groundwater
Free water was encountered at 4 feet after exploration work. It should be anticipated that groundwater levels will fluctuate, particularly in response to periods of snowmelt and precipitation, as well as changes in site use.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General Findings
Based on our understanding of the proposed construction in conjunction with the subsurface findings, the following are the principal geotechnical considerations for design and construction of the pump station control building.

- Organic peat was encountered in the test boring at a depth interval of 13 to 20 feet below the ground surface. The organic peat is not suitable for bearing support. Therefore, we recommend the proposed control building foundations be supported on helical screw piles that bypass the peat soils and gain capacity in underlying soils.

- The design frost depth for the Quincy, Massachusetts area is 4.0 feet. We recommend pile caps be cast at least 4.0 feet below the ground surface to provide frost protection. We recommend any equipment slabs exposed to freezing be
underlain by at least 4.0 feet of compacted Structural Fill or Crushed Stone to protect the slab from frost heaving.

- We recommend the pile caps be cast on at least 8 inches of compacted Crushed Stone to provide a stable working mat and drainage layer.

- Groundwater was encountered at proposed excavation depths. The contractor should anticipate the need to dewater excavations. Controlling groundwater to at least 1 foot below planned excavations will help stabilize subgrades during construction.

4.2 Site and Subgrade Preparation
We recommend that site preparation begin with the construction of an erosion control system to protect adjacent drainage ways and areas outside the construction limits. As much vegetation as possible should remain outside the construction areas to lessen the potential for erosion and site disturbance.

4.3 Excavation and Dewatering
Excavation work will generally encounter granular fills overlying native gravelly sand. Care must be exercised during construction to reduce the potential for disturbance of the bearing soils.

Groundwater was encountered at anticipated excavation depth. Controlling the groundwater levels to at least 1 foot below planned excavation depths will help stabilize subgrades during construction. Given that the native site soils contain relatively low percentages of silt, water flow into excavations could be relatively fast. Excavations must be properly shored and/or sloped in accordance with OSHA Regulations to prevent sloughing and caving of the sidewalls during construction.

Care must be taken to preclude undermining adjacent structures, utilities and roadways. The design and planning of excavations, excavation support systems, and dewatering is the responsibility of the contractor.
4.4 Foundations
We recommend the proposed control building be supported by helical screw piles that bypass the organic peat soils. The piles can derive bearing support from friction and end bearing on the shaft and flights within the underlying granular soils. The design of the helical screw pile system with respect to number, bearing elevation, capacity, connection to pile caps, etc. should be performed as an installer design/build item. The designer will require foundations plans, structural loading, and subsurface conditions from the test boring. The design/building engineer can assess lateral and uplift capacities of the piles.

We recommend the pile caps be cast on at least 8 inches of Crushed Stone to provide a stable working mat and drainage layer. The design frost depth for the Quincy, Massachusetts area is 4.0 feet. The pile caps should have at least 4.0 feet of soil cover to provide frost protection.

We recommend the following geotechnical parameters for design consideration:

<table>
<thead>
<tr>
<th>Geotechnical Parameters for Spread Footings and Foundation Walls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Frost Depth (100 year AFI)</td>
</tr>
<tr>
<td>Base Friction Factor (Concrete to Structural Fill or Crushed Stone)</td>
</tr>
<tr>
<td>Total Unit Weight of Backfill</td>
</tr>
<tr>
<td>Active Lateral Earth Pressure Coefficient</td>
</tr>
<tr>
<td>Passive Lateral Earth Pressure Coefficient</td>
</tr>
<tr>
<td>At-Rest Lateral Earth Pressure Coefficient</td>
</tr>
<tr>
<td>Seismic Soil Site Class (Mass Building Code, N-Value method)</td>
</tr>
</tbody>
</table>

Lateral loads may be resisted from earth pressures acting on the sides of pile caps backfilled with compacted Structural Fill. We recommend that the structural engineer consider using the at-rest lateral earth pressure coefficient for this scenario. Depending upon the amount of deflection that can be tolerated, lateral earth resistance may consider the passive lateral earth pressure coefficient. Additional resistance to lateral loads can be mobilized along the pile shafts, if needed. The design/build engineer can provide lateral pile capacities, as deemed necessary by the structural engineer.

4.5 Slab-On-Grade
The on grade equipment/utility slabs may be designed using a subgrade reaction modulus of 120 pci (pounds per cubic inch). The structural engineer or concrete
consultant must design steel reinforcing and joint spacing appropriate to slab thickness and function.

The slab-on-grade should be appropriately cured using moisture retention methods after casting. Typical slab curing methods should be used for at least 7 days. The architect or slab consultant should assign curing methods consistent with current applicable American Concrete Institute (ACI) procedures with consideration of curing method compatibility to proposed slab.

4.6 Backfill and Compaction
We recommend the following backfill materials.

**Structural Fill**: Backfill of pile caps and material below slab-on-grades should be clean, non-frost susceptible sand and gravel meeting the gradation requirements for Structural Fill as given below:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Finer by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 inch</td>
<td>100</td>
</tr>
<tr>
<td>3 inch</td>
<td>90 to 100</td>
</tr>
<tr>
<td>¼ inch</td>
<td>25 to 90</td>
</tr>
<tr>
<td>#40</td>
<td>0 to 30</td>
</tr>
<tr>
<td>#200</td>
<td>0 to 6</td>
</tr>
</tbody>
</table>

In our opinion, MassDOT-SSH, Division III, M1.03.0, Gravel Borrow Type B with less than 6 percent passing the #200 sieve meets requirements of Structural Fill.

**Crushed Stone**: Crushed Stone, used beneath pile caps and if used below slab-on-grades should be clean, washed crushed stone meeting the requirements of MassDOT-SSH, Division III, M2.01.4, ¾-inch Crushed Stone.

**Recycled Products**: Borrow products including various proportions of recycled crushed materials such as asphalt, concrete, and brick can be submitted to S.W.COLE for review and consideration for use as Granular Borrow or Structural Fill. Recycled products must also be tested in accordance with state environmental regulations and approved by a qualified environmental consultant.
Reuse of Site Soils: The existing fill soils are not suitable for reuse as Structural Fill. However, the existing fill soils may be reused in landscape areas, provided the material is at a moisture content capable of meeting project compaction requirements.

Placement and Compaction: Fill should be placed in horizontal lifts and compacted such that the desired density is achieved throughout the lift thickness with 3 to 5 passes of the compaction equipment. Loose lift thicknesses for grading, fill and backfill activities should not exceed 12 inches. We recommend that fill and backfill in building areas be compacted to at least 95 percent of its maximum dry density as determined by ASTM D-1557. Crushed Stone should be compacted with 3 to 5 passes of a vibratory plate compactor having a static weight of at least 500 pounds.

4.7 Weather Considerations
Construction activity should be limited during wet and freezing weather and the site soils may require drying or thawing before construction activities may continue. The contractor should anticipate the need for water to temper fills in order to facilitate compaction during dry weather. If construction takes place during cold weather, subgrades, foundations and floor slabs must be protected during freezing conditions. Concrete and fill must not be placed on frozen soil; and once placed, the concrete and soil beneath the structure must be protected from freezing.

4.8 Design Review and Construction Testing
S.W.COLE should be retained to review the construction documents prior to bidding to determine that our earthwork and foundation recommendations have been properly interpreted and implemented.

A soils and concrete testing program should be implemented during construction to observe compliance with the design concepts, plans, and specifications. S.W.COLE is available to observe earthwork activities, as well as to provide testing and IBC Special Inspection services for soils, concrete, and steel construction materials.
5.0 CLOSURE
It has been a pleasure to be of assistance to you with this phase of your project. We look forward to working with you during the construction phase of the project.

Sincerely,

S. W. Cole Engineering, Inc.

Tyler S. Demers, E.I.
Geotechnical Engineer

Chad B. Michaud, P.E.
Senior Geotechnical Engineer

TSD:cbm
APPENDIX A

Limitations

This report has been prepared for the exclusive use of Woodard & Curran for specific application to the proposed pump station upgrades at The Strand in Quincy, Massachusetts. S. W. Cole Engineering, Inc. (S.W.COLE) has endeavored to conduct our services in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

S.W.COLE’s scope of services has not included the investigation, detection, or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term “Biological Pollutants” includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S.W.COLE should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless the changes are reviewed by S.W.COLE.
APPENDIX B

Figures
APPENDIX C

Exploration Logs and Key
### BORING LOG

**BORING NO.:** B-1  
**CLIENT:** Woodard & Curran  
**PROJECT NO.:** 19-0352  
**PROJECT:** Proposed Pump Station Upgrades  
**LOCATION:** The Strand, Quincy, MA  
**DATE START:** 8/27/2019  
**DATE FINISH:** 8/28/2019

#### Drilling Information

- **LOCATION:** See Exploration Location Plan
- **ELEVATION (FT):** 4 ' ±
- **TOTAL DEPTH (FT):** 100.0
- **LOGGED BY:** Tyler Demers
- **DRILLING CO.:** S.W. Cole Explorations, LLC
- **DRILLER:** Jeff Lee
- **RIG TYPE:** Track Mounted CME 850
- **AUGER ID/OD:** N/A / N/A
- **HAMMER TYPE:** Automatic / Automatic
- **HAMMER WEIGHT (lbs):** 140 / 140
- **WATER LEVEL DEPTHS (ft):** 4 ft. Free water at 4 feet
- **ELEVATION (FT):**
  - 0
  - 5
  - 10
  - 15
  - 20
  - 25
  - 30
  - 35
  - 40

#### GENERAL NOTES:

- **HAMMER EFFICIENCY FACTOR:**
  - q_P = 3 ksf
  - q_P = 1.0 - 2.0 ksf
  - q_P = 2 ksf

#### Sample Information

<table>
<thead>
<tr>
<th>Sample No.</th>
<th>Type</th>
<th>Depth (ft)</th>
<th>Blown Count or RQD</th>
<th>Field / Lab Test Data</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1D</td>
<td></td>
<td>0-2</td>
<td>4-12-10-27</td>
<td></td>
<td>2&quot; Grassed Topsoil</td>
</tr>
<tr>
<td>2D</td>
<td></td>
<td>2-4</td>
<td>4-3-3-4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3D</td>
<td></td>
<td>5-7</td>
<td>2-2-3-3</td>
<td></td>
<td>4.0</td>
</tr>
<tr>
<td>4D</td>
<td></td>
<td>10-12</td>
<td>3-5-5-6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5D</td>
<td></td>
<td>15-17</td>
<td>24/24</td>
<td>WOH-WOH-1-2</td>
<td>13.0</td>
</tr>
<tr>
<td>6D</td>
<td></td>
<td>20-22</td>
<td>24/12</td>
<td>6-9-8-8</td>
<td>20.0</td>
</tr>
<tr>
<td>7D</td>
<td></td>
<td>25-27</td>
<td>24/12</td>
<td>5-5-5-7</td>
<td>26.8</td>
</tr>
<tr>
<td>8D</td>
<td></td>
<td>30-32</td>
<td>24/18</td>
<td>5-3-4-7</td>
<td>35.0</td>
</tr>
<tr>
<td>9D</td>
<td></td>
<td>35-37</td>
<td>24/24</td>
<td>WOH-WOH-3-5</td>
<td>35.0</td>
</tr>
<tr>
<td>10D</td>
<td></td>
<td>40-42</td>
<td>24/24</td>
<td>WOH-WOH-1-3-4</td>
<td>40.0</td>
</tr>
</tbody>
</table>

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.
### SAMPLE INFORMATION

<table>
<thead>
<tr>
<th>Elev. (ft)</th>
<th>Depth (ft)</th>
<th>Casing Pen. (bpf)</th>
<th>Sample No.</th>
<th>Depth (ft)</th>
<th>Pen./ Rec. (in)</th>
<th>Blown Count or RQD</th>
<th>Field / Lab Test Data</th>
<th>Sample Description &amp; Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>-45</td>
<td>50</td>
<td>1U</td>
<td>45-47</td>
<td>24/24</td>
<td></td>
<td></td>
<td></td>
<td>Medium dense, brown fine to medium SAND some silt</td>
</tr>
<tr>
<td>-50</td>
<td>55</td>
<td>1V</td>
<td>47.5-47.8</td>
<td>4/4</td>
<td></td>
<td></td>
<td></td>
<td>50.0</td>
</tr>
<tr>
<td>-55</td>
<td>60</td>
<td>11D</td>
<td>55-57</td>
<td>24/12</td>
<td>10-11-10-13</td>
<td></td>
<td></td>
<td>100.0 Rotary Wash Medium Dense To Dense, Fine To Medium Sand</td>
</tr>
<tr>
<td>-60</td>
<td>65</td>
<td>12D</td>
<td>65-67</td>
<td>24/14</td>
<td>7-9-11-13</td>
<td></td>
<td></td>
<td>Failed Vane: No Push</td>
</tr>
</tbody>
</table>

Bottom of Exploration at 100.0 feet

*Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.*
KEY TO NOTES & SYMBOLS
Test Boring and Test Pit Explorations

Stratification lines represent the approximate boundary between soil types and the transition may be gradual.

Key to Symbols Used:

- \( w \) - water content, percent (dry weight basis)
- \( q_u \) - unconfined compressive strength, kips/sq. ft. - laboratory test
- \( S_v \) - field vane shear strength, kips/sq. ft.
- \( L_v \) - lab vane shear strength, kips/sq. ft.
- \( q_p \) - unconfined compressive strength, kips/sq. ft. – pocket penetrometer test
- \( O \) - organic content, percent (dry weight basis)
- \( W_L \) - liquid limit - Atterberg test
- \( W_P \) - plastic limit - Atterberg test
- \( WOH \) - advance by weight of hammer
- \( WOM \) - advance by weight of man
- \( WOR \) - advance by weight of rods
- \( HYD \) - advance by force of hydraulic piston on drill
- \( RQD \) - Rock Quality Designator - an index of the quality of a rock mass.
- \( \gamma_T \) - total soil weight
- \( \gamma_B \) - buoyant soil weight

Description of Proportions: Description of Stratified Soils

| Trace: 0 to 5% | Parting: 0 to 1/16” thickness |
| Some: 5 to 12% | Seam: 1/16” to 1/2” thickness |
| “Y”: 12 to 35% | Layer: 1/2” to 12” thickness |
| And 35+% | Varved: Alternating seams or layers |
| With Undifferentiated | Occasional: one or less per foot of thickness |
| | Frequent: more than one per foot of thickness |

**REFUSAL:** Test Boring Explorations - Refusal depth indicates that depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

**REFUSAL:** Test Pit Explorations - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.
**Report of Gradation**

ASTM C-117 & C-136

**Project Name**
QUINCY MA - PROPOSED PUMP STATION UPGRADE - STRAND STREET - GEOTECHNICAL ENGINEERING SERVICES

**Client**
WOODARD & CURRAN, INC.

**Material Source**
B-1, 6D, 20.0'-22.0'

**Material Source**

<table>
<thead>
<tr>
<th>SIEVE SIZE</th>
<th>AMOUNT PASSING (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>100</td>
</tr>
<tr>
<td>1/2&quot;</td>
<td>96</td>
</tr>
<tr>
<td>3/8&quot;</td>
<td>95</td>
</tr>
<tr>
<td>1/4&quot;</td>
<td>91</td>
</tr>
<tr>
<td>No. 4</td>
<td>89</td>
</tr>
<tr>
<td>No. 10</td>
<td>84</td>
</tr>
<tr>
<td>No. 20</td>
<td>79</td>
</tr>
<tr>
<td>No. 40</td>
<td>67</td>
</tr>
<tr>
<td>No. 60</td>
<td>41</td>
</tr>
<tr>
<td>No. 100</td>
<td>22</td>
</tr>
<tr>
<td>No. 200</td>
<td>13.2</td>
</tr>
</tbody>
</table>

**Comments:** Moisture Content = 18.3%

**Graph**

Sheet
### Report of Gradation

**ASTM C-117 & C-136**

**Project Name**: QUINCY MA - PROPOSED PUMP STATION UPGRADE - STRAND STREET - GEOTECHNICAL ENGINEERING SERVICES  
**Project Number**: 19-0352  
**Lab ID**: 18848S  
**Date Received**: 9/3/2019  
**Date Completed**: 9/5/2019  
**Tested By**: BRADLEY GERSCHWILER  

**Client**: WOODARD & CURRAN, INC.  

**Material Source**: B-1, 3D, 5.0'-7.0'

<table>
<thead>
<tr>
<th>STANDARD DESIGNATION (mm/µm)</th>
<th>SIEVE SIZE</th>
<th>AMOUNT PASSING (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.0 mm</td>
<td>3/4&quot;</td>
<td>100</td>
</tr>
<tr>
<td>12.5 mm</td>
<td>1/2&quot;</td>
<td>95</td>
</tr>
<tr>
<td>9.5 mm</td>
<td>3/8&quot;</td>
<td>91</td>
</tr>
<tr>
<td>6.3 mm</td>
<td>1/4&quot;</td>
<td>82</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>No. 4</td>
<td>76 23.9% Gravel</td>
</tr>
<tr>
<td>2.00 mm</td>
<td>No. 10</td>
<td>64</td>
</tr>
<tr>
<td>850 um</td>
<td>No. 20</td>
<td>51</td>
</tr>
<tr>
<td>425 um</td>
<td>No. 40</td>
<td>16 70.7% Sand</td>
</tr>
<tr>
<td>250 um</td>
<td>No. 60</td>
<td>9</td>
</tr>
<tr>
<td>150 um</td>
<td>No. 100</td>
<td>7</td>
</tr>
<tr>
<td>75 um</td>
<td>No. 200</td>
<td>5.4 5.4% Fines</td>
</tr>
</tbody>
</table>

**Comments**: Moisture Content = 16.6%

**Sheet**
Consolidation Test
ASTM D-4767

Project Name: Quincy, MA - Pump Station Upgrades
Client: Woodard & Curran, Inc.

Boring: B-1
Sample: 1U
Depth: 45-47'

\[
\begin{align*}
P_C &= 4.9 \text{ ksf} \\
C_C &= 0.39 \\
C_R &= 0.08 \\
w &= 40.5\%
\end{align*}
\]

Comments:

Reviewed By

[Signature]

CBM
SECTION 00 41 02

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for the Quincy, MA, The Strand Pump Station Improvements project, and corresponds with Project number CWSRF #4508 in accordance with the accompanying Plans and Specifications prepared by Woodard & Curran, for the Total Contract Price written below, subject to additions and deductions according to the terms of the Contract Documents.

B. This Bid includes Addenda numbered: ________________________________

C. The proposed Contract Price (excluding sales and use tax) is

TOTAL LUMP SUM PRICE FOR
ITEMS 1 and 2 ("Base Bid")

$___________________________
(in figures)

______________________________________________________________ Dollars and
(in words)

______________________________________________________________ Cents
(in words)

ALTERNATE A

<table>
<thead>
<tr>
<th>Total LUMP SUM Price for Cured in Place Pipe Lining Work performed as specified in Section 33 01 30.72 Cured in Place Pipe Lining</th>
<th>$</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TOTAL PRICE ALTERNATE A</th>
<th>$</th>
</tr>
</thead>
</table>
D. The subdivision of the proposed Contract Price is as follows (excluding sales and use tax).

Item 1 – Work of the General Contractor
being all Work other than that covered in Item 2 sub-Bids and excluding Alternate A

GENERAL CONTRACTOR Work (LUMP SUM) $__________________________

Item 2. Sub-Bids as follows:

<table>
<thead>
<tr>
<th>Sub-trade</th>
<th>Name of Sub-Bidder</th>
<th>Amount</th>
<th>Bonds required (Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2A Electrical Work</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

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

The Undersigned agrees that if selected as general Contractor, Undersigned will promptly confer with the Awarding Authority on the question of Sub-Bidders; and that the Awarding Authority may substitute for any sub-Bid listed above, a sub-Bid filed with the Awarding Authority by another Sub-Bidder for the sub-trade against whose standing and ability the Undersigned makes no objection; and that the Undersigned will use all such finally selected Sub-Bidders at the amounts named in their respective Sub-Bids and be in every way as responsible for them and their Work as if they had been originally named in this General Bid, the total Contract Price being adjusted to conform thereto.
E. The Undersigned agrees that, if selected as general Contractor, Undersigned will within 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 the Contract Documents and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of the Contract Price, the premiums for which are to be paid by the general Contractor and are included in the Contract Price; provided however that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The Undersigned hereby certifies that Undersigned 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 Work Site 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 Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44A.

The Undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The Undersigned further certifies under penalty of perjury that the said Undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or Regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
This Bid is submitted by the Undersigned.

A Corporation

Corporation Name: ________________________________________________________________

State of incorporation: ____________________________________________________________

Type: (General Business, Professional, Service, other)

By: (Signature – attach evidence of authority to sign)

Name (typed or printed): ____________________________________________________________

Title: _________________________________________________________________________

(CORPORATE SEAL)

Attest: (Signature of Corporate Secretary)

Business Address: __________________________________________________________________

Business Address: __________________________________________________________________

Phone & Facsimile Nos: __________________________________________________________________

Email address: ____________________________________________________________________

Date of qualification to do business as out-of-state corporation: __________________________

A Limited Liability Company (LLC)

LLC Name: ______________________________________________________________________

State in which organized: __________________________________________________________________

By: (Signature – attach evidence of authority to sign)

Name (typed or printed): ____________________________________________________________

Title: _________________________________________________________________________

Business Address: __________________________________________________________________

Business Address: __________________________________________________________________

Phone & Facsimile Nos: __________________________________________________________________

Email address: ____________________________________________________________________
A Partnership

Partnership Name: ____________________________________________________________(SEAL)

By: _______________________________________________________________________

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): ______________________________________________________

Business Address: __________________________________________________________________________

Phone & Facsimile Nos: ____________________________________________________________

Email address: ____________________________
A Joint Venture

First Joint Venturer Name: _______________________________________________________________

By: ______________________________________________________________________________

(Signature – attach evidence of authority to sign)

Name (typed or printed): ______________________________________________________________

Title: ______________________________________________________________________________

Business Address: ________________________________________________________________

Phone & Facsimile Nos: __________________________________________________________________

Email address: _______________________________________________________________________

Second Joint Venturer Name: __________________________________________________________

By: ______________________________________________________________________________

(Signature – attach evidence of authority to sign)

Name (typed or printed): ______________________________________________________________

Title: ______________________________________________________________________________

Business Address: ________________________________________________________________

Phone & Facsimile Nos: __________________________________________________________________

Email address: _______________________________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

SUBMITTED ON:

State License No. (if applicable)

EIN/FEIN:
ANNEX TO FORM FOR GENERAL BID

1.01 The undersigned General Bidder acknowledges that the time period for holding Bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids; and where Federal approval is required, the time period for holding Bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval. Notwithstanding the above, by mutual agreement, the general Bid will remain subject to acceptance for 60 days after the Bid opening, allowing for Federal approval if needed as stated above, or for such longer period of time that General Bidder may agree to in writing upon request of Owner.

1.02 The undersigned General Bidder proposes and agrees, if its general Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the general Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.

1.03 General Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:

   A. those dealing with disposition of Bid security;

   B. those included in the Supplementary Instructions to Bidders;

   C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) as set forth in the General Conditions and Supplementary Conditions, if any;

   D. Contract Times as set forth in the Agreement (substantially complete within 370 days from commencement of Contract Times and completed and ready for final payment within 400 days from commencement of Contract Times); and

   E. provisions for liquidated damages as set forth in the Agreement (failure to meet Substantial Completion $2,000 per day, and failure to meet completion and readiness for final payment $2,000 per day).

1.04 A single Contract, if awarded, will be awarded at the Owner’s option in accordance with paragraph 19.06 of Section 00 21 13 Instructions to Bidders.
1.06 General Bidder confirms that the following documents are fully completed, submitted with, and made part of and condition of its general Bid.

☐ 00 43 13 Bid Bond – Penal Sum Form
OR
☐ Required Bid security in the form of ________________________________

Supplements

☐ 00 45 05 General Bidder’s Representations and Certifications including required documents and submittals

☐ 00 45 13 Bidder’s Qualifications

☐ 00 45 19 Non-collusion Affidavit

☐ 00 45 55 DCAMM General Contractor Update Statement including Certificate of Eligibility

☐ Statement of Intent to Comply with Diesel Retrofit Program

1.07 Communications concerning the general Bid shall be addressed to:

Name ____________________________________________________________

Title ____________________________________________________________

Address __________________________________________________________

______________________________________________________________

Telephone No. ____________________________________________________

Facsimile No. _____________________________________________________

Email ___________________________________________________________
General Bidder further confirms that if it is deemed one of the lowest responsible and eligible General Bidders, as notified by the Owner, it shall submit documents required by and in accordance with Section 00 45 57 by the close of business on the third business day after notification, and the documents submitted shall also be a condition of its General Bid.

SUBMITTED ON:

By:

Authorized person per Form for General Bid

END OF SECTION
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SECTION 00 41 03.01

FORM FOR SUB-BID – ELECTRICAL WORK (ITEM 2A)

To all General Bidders Except those Excluded:

A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 of the Specifications and in any Plans specified in such section and according to the terms of the Contract Documents prepared by Woodard & Curran for the Quincy, MA, The Strand Pump Station Improvements project, and corresponds with CWSRF #4508, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2A LUMP SUM PRICE: $______________________________________

(in figures) Dollars and

(in words) _________________ Cents

B. This sub-Bid includes Addenda numbered: _______________________________

C. This sub-Bid

☐ may be used by any General Bidder except:

_______________________________________________________________

_______________________________________________________________

☐ may only be used by the following General Bidders:

_______________________________________________________________

_______________________________________________________________

[To exclude General Bidders, insert “X” in one box only and fill in blank following that box. Do not answer C if no General Bidders are excluded.]

D. The Undersigned agrees that, if it is selected as a Sub-Bidder, Undersigned will, within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the general Contractor, execute with such general Contractor a subcontract in accordance with the terms of this sub-Bid, and contingent upon the execution of the Contract; and, if requested so to do in the sub-Bid by the General Bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to MGL Chapter 149 Section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, in the full sum of the subcontract price.
E. The names of all persons, firms and corporations furnishing to the Undersigned labor or labor and materials for the class or classes or part thereof of Work for which the provisions of the section(s) of the Specifications for this sub-trade require a listing in this paragraph, including the Undersigned if customarily furnished by persons Undersigned’s own payroll, and in the absence of a contrary provision in the Specifications, the name of each such class of Work or part thereto and the bid price for such class of Work or part thereof are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Class of Work</th>
<th>Bid Price</th>
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</tr>
</tbody>
</table>

[Do not give bid price for any class or part thereof furnished by Undersigned.]

F. The Undersigned agrees that the above list of bids to the Undersigned represents bona fide bids based on the hereinbefore described Plans, Specifications and Addenda and that, if the Undersigned is awarded the subcontract, they will be used for the Work indicated at the amounts stated, if satisfactory to the Awarding Authority.

G. The Undersigned further agrees to be bound to the general Contractor by the terms of the hereinbefore described Plans, Specifications, including the Contract Documents, and Addenda, and to assume toward the general Contractor all the obligations and responsibilities that general Contractor, by those documents, assumes toward the Awarding Authority.

H. The Undersigned offers the following information as evidence of the Sub-Bidder’s qualifications to perform the Work as bid upon according to all the requirements of the Plans and Specifications.

1. Have been in business under present business name ________________ years.

2. Ever failed to complete any work awarded? ________________
3. List one or more recent buildings/projects with names of the general contractor and architect/engineer on which you served as a subcontractor for work of similar character as required for the above-named building/Project.

<table>
<thead>
<tr>
<th>Building/Project</th>
<th>Architect/Engineer</th>
<th>General Contractor</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Bank Reference __________________________________________________

I. The Undersigned hereby certifies that Undersigned 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 Work Site 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 Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

The Undersigned further certifies under the penalties of perjury that this Sub-Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The Undersigned further certifies under penalty of perjury that the said Undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or Regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: ____________________________________________________________

State of incorporation: __________________________________________________________

Type: (General Business, Professional, Service, other)

By: (Signature – attach evidence of authority to sign)

Name (typed or printed): _________________________________________________________

Title: _______________________________________________________________________

(CORPORATE SEAL)

Attest: (Signature of Corporate Secretary)

Business Address: ____________________________________________________________

____________________________________________________________________________

Phone & Facsimile Nos: ___________________________________________________________________

Email address: _____________________________________________________________________

Date of qualification to do business as out-of-state corporation: __________________________
A Limited Liability Company (LLC)

LLC Name: ____________________________________________________________

State in which organized: ________________________________________________

By: __________________________________________________________ (Signature – attach evidence of authority to sign)

Name (typed or printed): ________________________________________________

Title: ________________________________________________________________

Business Address: ______________________________________________________

Phone & Facsimile Nos: _________________________________________________

Email address: __________________________________________________________

A Partnership

Partnership Name: ______________________________________________________ (SEAL)

By: __________________________________________________________ (Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): ________________________________________________

Business Address: ______________________________________________________

Phone & Facsimile Nos: _________________________________________________

Email address: __________________________________________________________
A Joint Venture

First Joint Venturer Name: ____________________________________________________________

By: ____________________________________________

(\textit{Signature – attach evidence of authority to sign})

Name (\textit{typed or printed}): _______________________________________________________

Title: ___________________________________________________________________________

Business Address: __________________________________________________________________

Phone & Facsimile Nos: __________________________________________________________________

Email address: ______________________________________________________________________

Second Joint Venturer Name: _________________________________________________________

By: ____________________________________________

(\textit{Signature – attach evidence of authority to sign})

Name (\textit{typed or printed}): _______________________________________________________

Title: ___________________________________________________________________________

Business Address: __________________________________________________________________

Phone & Facsimile Nos: __________________________________________________________________

Email address: ______________________________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

<table>
<thead>
<tr>
<th>SUBMITTED ON:</th>
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</thead>
<tbody>
<tr>
<td>State License No. (if applicable)</td>
</tr>
<tr>
<td>EIN/FEIN:</td>
</tr>
</tbody>
</table>
ANNEX TO FORM FOR SUB-BID ELECTRICAL WORK (ITEM 2A)

1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids; and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval. Notwithstanding the above, by mutual agreement, the sub-Bid will remain subject to acceptance for 60 days after the Bid opening, allowing for Federal approval if needed as stated above, or for such longer period of time that Sub-Bidder may agree to in writing upon request of Owner.

1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.

1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:

   A. those dealing with disposition of Bid security;

   B. those included in the Supplementary Instructions to Bidders;

   C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) as set forth in the General Conditions and Supplementary Conditions, if any;

   D. Contract Times as set forth in the Agreement (substantially complete within 370 days from commencement of Contract Times and completed and ready for final payment within 400 days from commencement of Contract Times); and

   E. provisions for liquidated damages as set forth in the Agreement (failure to meet Substantial Completion $2,000 per day and failure to meet completion and readiness for final payment $2,000 per day).

1.04 Sub-Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included in the Form for Sub-Bid as provided in the General Conditions and Supplementary Conditions.
1.05 Sub-Bidder confirms the following documents are fully completed, submitted with and made a part of and a condition of the sub-Bid.

- 00 43 13 Bid Bond  
  OR Required Bid security in the form of ________________________________

Supplements

- 00 45 05.01 Sub-Bidder’s Representations and Certifications including **required documents and submittals specified**
- 00 45 19 Non-collusion Affidavit
- 00 45 56 DCAMM Sub-Bidder Update Statement including Certificate of Eligibility
- Statement of Intent to Comply with Diesel Retrofit Program

1.06 Communications concerning the sub-Bid shall be addressed to:

<table>
<thead>
<tr>
<th>Name</th>
<th>__________________________________________</th>
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<tbody>
<tr>
<td>Title</td>
<td>__________________________________________</td>
</tr>
<tr>
<td>Address</td>
<td>__________________________________________</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>__________________________________________</td>
</tr>
<tr>
<td>Facsimile No.</td>
<td>__________________________________________</td>
</tr>
<tr>
<td>Email</td>
<td>__________________________________________</td>
</tr>
</tbody>
</table>

**SUBMITTED ON:**

| By:             | Authorized person per Form for Sub-Bid |

**END OF SECTION**
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date: ______________________

Description *(Project Name and Include Location):*

BOND

Bond Number: ______________________

Date *(Not earlier than Bid due date):*

Penal sum ______________________ $ ______________________

( Words ) ( Figures )

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER (Seal) SURETY (Seal)

Bidder’s Name and Corporate Seal

By: ______________________

Signature

Print Name

Title

Attest: ______________________

Signature

Title

SURETY (Seal)

Surety’s Name and Corporate Seal

By: ______________________

Signature (Attach Power of Attorney)

Print Name

Title

Attest: ______________________

Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.
SECTION 00 45 05

GENERAL BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

The undersigned, under the penalties of perjury, certifies and represents the following which is made a condition of the general Bid.

1.01 GENERAL BIDDER’S REPRESENTATIONS

A. General Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.

B. General Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. General Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. General Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.02, as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.06, as containing reliable "technical data."

E. General Bidder has considered the information known to General Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by General Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) General Bidder’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph E above, General Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the general Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
G. General Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. General Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that General Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to General Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the general Bid is submitted.

1.02 GENERAL BIDDER'S CERTIFICATIONS

A. The general Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. General Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. General Bidder has not solicited or induced any individual or entity to refrain from bidding;

C. General Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
D. General Bidder will comply with the requirements of the Contract Documents, and if Bidder is awarded a Contract, agrees to incorporate applicable provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier, including as a minimum, Statutory Requirements, Wage Rate Requirements, safety and health regulations, and equal employment opportunity, anti-discrimination, and affirmative action program provisions, if any.

1.03 GENERAL BIDDER’S CERTIFICATIONS REQUIRED BY MASSACHUSETTS GENERAL LAW

A. General Bidder is pre-certified as eligible by DCAMM for pumping stations and has submitted its Certificate of Eligibility and Update Statement per 00 45 55.

B. General Bidder certifies no official or employee of the Owner has a financial interest in this Contract or in the expected profit to arise from the Contract, unless the General Bidder and Owner, employee or official both have notified public authorities in writing, that the General Bidder and the employee fully complied with the provisions of MGL Chapter 43, Section 27 Interest In Public Contracts By Public Employees Prohibited; Penalty and provisions of MGL Chapter 268A, Section 20 Municipal Employees; Financial Interest In Contracts; Holding One Or More Elected Positions.

C. General Bidder has submitted a certificate from the Secretary of State of the Commonwealth of Massachusetts that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D if General Bidder is a foreign corporation. General Bidder certifies it will provide such certificate for each Subcontractor that is a foreign corporation if it receives a Notice of Intent to Award.

D. General Bidder certifies, under the penalties of perjury, to the best of its knowledge and belief, that all state tax returns have been filed and all state taxes paid pursuant to MGL Chapter 62C, Section 49A, and has submitted a Certificate of Good Standing with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying General Bidder has complied with all laws of the relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. General Bidder certifies it will provide such certificate for each Subcontractor if it receives a Notice of Intent to Award. Filed sub-Bidders are required to submit this Certification with sub-Bids per Section 00 45 05.01.
E. General Bidder certifies that if awarded the Contract, the following will be submitted prior to execution of the Agreement in accordance with MGL Chapter 30, Section 39R *Definitions; contract provisions; management and financial statements; enforcement.*

- To Owner - A statement by management on internal accounting control and a statement prepared by an independent certified public accountant regarding management’s statement; and
- To DCAMM - An audited financial statement for the most recent completed fiscal year.

F. General Bidder certifies that if awarded the Contract, any Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos will only be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6B and any sheet metal Work will be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.

G. General Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site 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 if General Bidder is awarded a Contract, shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

H. General Bidder is not presently debarred from bidding on or entering into a public contract in the Commonwealth of Massachusetts under the provisions of MGL Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the MGL or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

I. General Bidder understands the Bid is subject to MGL Chapter 66 et seq, *Public Records*, and as such, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The General Bidder agrees to provide the Owner copies of any documents requested under this law at no charge to the Owner or the requestor.

J. Bidder will comply with Commonwealth of Massachusetts “COVID-19 Guidelines and Procedures for all Construction Sites and Workers at All Public Work” (as may be amended) issued March 25, 2020 by Robert C. Ross, Chief Legal Counsel for the Baker-Polito Administration.
1.04 GENERAL BIDDER’S CERTIFICATIONS AND REPRESENTATIONS REQUIRED BY THE EPA STATE REVOLVING FUND PROGRAM AND MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION (MASSDEP), DIVISION OF MUNICIPAL SERVICES (DMS) SRF PROVISIONS

A. **Diesel Retrofit Program:** General Bidder certifies it has submitted a signed and dated Statement of Intent to Comply form included at the end of this Section as part of the General Bid and will comply with detailed requirements included in Section 00 73 76 for required certification after award.

B. **American Iron and Steel requirements of P.L. 113-76 (the Consolidated Appropriations Act of 2014):** General Bidder acknowledges to and for the benefit of the Owner and the State that it understands the material and equipment, and services under any resulting Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel (AIS) Requirement” that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided for the Project. General Bidder hereby represents and warrants to and for the benefit of the Owner and the State that (a) General Bidder has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be produced in the United States in a manner that complies with the AIS Requirement, unless a waiver of the requirement is approved, and (c) General Bidder will provide any further verified information, certification or assurance of compliance with the AIS Requirement, or information necessary to support a waiver of the AIS Requirement, as may be requested by Owner. Guidance information is included in Section 00 73 76.

C. **EPA Disadvantaged Business Enterprise Program:** General Bidder certifies it will comply with the specific affirmative action steps contained in Equal Employment Opportunity/Affirmative Action provisions of the Contract including compliance with the Disadvantaged Business Enterprise provisions in Section 00 73 38, and if General Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

1. General Bidder certifies that if it is deemed one of the lowest responsive, responsible and eligible General Bidders, as notified by the Owner or Engineer, it shall submit documents required by and in accordance with 00 45 57 by the close of business on the third business day after notification, and the documents submitted shall be a condition of the General Bid.
D. General Bidder certifies compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)” in accordance with Section 00 22 13, Supplementary Instructions to Bidders (contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at http://usgovxml.com/dataservice.aspx?ds=EPLS are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.)

<table>
<thead>
<tr>
<th>CERTIFIED BY GENERAL BIDDER ON:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Authorized person per Form for General Bid and Annex</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION 00 45 05.01

SUB-BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

Sub-Bid Item and Trade (From Form for Sub-Bid):

The undersigned, under the penalties of perjury, certifies and represents the following which is made a condition of the general Bid.

1.01 SUB-BIDDER’S REPRESENTATIONS

A. Sub-Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.

B. Sub-Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Sub-Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.02. as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.06, as containing reliable "technical data."

E. Sub-Bidder has considered the information known to Sub-Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Sub-Bidder’s safety precautions and programs.
F. Based on the information and observations referred to in Paragraph E above, Sub-Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the sub-Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Sub-Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Sub-Bid is submitted.

1.02 SUB-BIDDER’S CERTIFICATIONS

A. The sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Sub-Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding;

C. Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for a subcontract. For the purposes of this Paragraph:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of a subcontract.
D. Sub-Bidder will comply with the requirements of the Contract Documents, and if Bidder is awarded a Contract, agrees to incorporate applicable provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier, including as a minimum, Statutory Requirements, Wage Rate Requirements, safety and health regulations, and equal employment opportunity, anti-discrimination, and affirmative action program provisions, if any.

1.03 SUB-BIDDER’S CERTIFICATIONS REQUIRED BY MASSACHUSETTS GENERAL LAW

A. Sub-Bidder is pre-certified as eligible by DCAMM for its respective class of Work and has submitted its Certificate of Eligibility and Update Statement per Section 00 45 56.

B. Sub-Bidder certifies no official or employee of the Owner has a financial interest in this Contract or in the expected profit to arise from the Contract, unless the Sub-Bidder and Owner, employee or official both have notified public authorities in writing, that the Sub-Bidder and the employee fully complied with the provisions of MGL Chapter 43, Section 27 Interest In Public Contracts By Public Employees Prohibited; Penalty and provisions of MGL Chapter 268A, Section 20 Municipal Employees; Financial Interest In Contracts; Holding One Or More Elected Positions.

C. Sub-Bidder certifies that a certificate from the Secretary of State of the Commonwealth of Massachusetts that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D will be provided if Sub-Bidder is a foreign corporation, to the Successful General Bidder receiving a Notice of Intent to Award if Sub-Bidder is included in that general Bid.

D. Sub-Bidder certifies, under the penalties of perjury, to the best of its knowledge and belief, that all state tax returns have been filed and all state taxes paid pursuant to MGL Chapter 62C, Section 49A, and will submit a Certificate of Good Standing with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying Sub-Bidder has complied with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, to the Successful General Bidder receiving a Notice of Award if Sub-Bidder is included in that general Bid.
E. Sub-Bidder certifies that if awarded a subcontract, any Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos will only be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6B and any sheet metal Work will be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.

F. Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site 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 if Sub-Bidder is awarded a subcontract, shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

G. Sub-Bidder is not presently debarred from bidding on or entering into a public contract in the Commonwealth of Massachusetts under the provisions of MGL Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the MGL or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

H. Sub-Bidder understands the Bid is subject to MGL Chapter 66 et seq, Public Records, and as such, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Sub-Bidder agrees to provide the Owner copies of any documents requested under this law at no charge to the Owner or the requestor.

I. Sub-Bidder will comply with Commonwealth of Massachusetts “COVID-19 Guidelines and Procedures for all Construction Sites and Workers at All Public Work” (as may be amended) issued March 25, 2020 by Robert C. Ross, Chief Legal Counsel for the Baker-Polito Administration.

1.04 SUB-BIDDER’S CERTIFICATIONS AND REPRESENTATIONS REQUIRED BY THE EPA STATE REVOLVING FUND PROGRAM AND MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION (MASSDEP), DIVISION OF MUNICIPAL SERVICES (DMS) SRF PROVISIONS

A. Diesel Retrofit Program: Sub-Bidder certifies it has submitted a signed and dated Statement of Intent to Comply form included at the end of this Section as part of its sub-Bid and will comply with detailed requirements included in Section 00 73 76 for required certification after award.
B. American Iron and Steel requirements of P.L. 113-76 (the Consolidated Appropriations Act of 2014): Sub-Bidder acknowledges to and for the benefit of the Owner and the State that it understands the material and equipment, and services under any resulting Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the Project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided for the Project. Sub-Bidder hereby represents and warrants to and for the benefit of the Owner and the State that (a) Sub-Bidder has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) Sub-Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by Owner. Guidance information is included in Section 00 73 76.

C. Sub-Bidder certifies compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)” in accordance with Section 00 22 13, Supplementary Instructions to Bidders (contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at http://usgovxml.com/dataservice.aspx?ds=EPLS are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.)

CERTIFIED BY SUB-BIDDER ON:

By:

Authorized person per Form for Sub-Bid and Annex

END OF SECTION
APPENDIX B (cont.)
DIESEL RETROFIT PROGRAM

STATEMENT OF INTENT TO COMPLY

This form must be signed and submitted by the bidder as part of the bid.

Local Governmental Unit __________________________ SRF Project No. __________

Contract No. ________ Contact Title ________________________________

Bidder ______________________________________________________

The undersigned, on behalf of the above-named Bidder, agrees that, if awarded the Contract:

1. the Bidder shall comply with the Massachusetts Department of Environmental Protection’s (“MassDEP”) Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;

2. the Bidder shall require all Subcontractors to comply with MassDEP’s Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and

3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to MassDEP Municipal Services and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

__________________________  __________________________
(Signature of Bidder’s Authorized Representative) (Date)
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APPENDIX B (cont.)
DIESEL RETROFIT PROGRAM

STATEMENT OF INTENT TO COMPLY

This form must be signed and submitted by the bidder as part of the bid.

Local Governmental Unit ____________________________ SRF Project No. __________

Contract No. __________ Contact Title ____________________________

Bidder ____________________________

The undersigned, on behalf of the above-named Bidder, agrees that, if awarded the Contract:

1. the Bidder shall comply with the Massachusetts Department of Environmental Protection’s (“MassDEP”) Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;

2. the Bidder shall require all Subcontractors to comply with MassDEP’s Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and

3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to MassDEP Municipal Services and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

__________________________________________
(Signature of Bidder’s Authorized Representative)   (Date)
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SECTION 00 45 13

BIDDER’S QUALIFICATIONS

The following data, statements of experience, personnel, equipment and general qualifications are submitted as a part of the General Bid and the General Bidder represents and guarantees the truthfulness and accuracy thereof and its ability to meet the qualifications requirements specified in Section 01 43 05 and the Specifications. Attach additional sheets as necessary properly cross referenced. “Bidder” and “Contractor” refer to General Bidder. References to “Subcontractor” include filed Sub-Bidders.

1.01 GENERAL

A. Bidder’s organization is a _________________________________ (entity type) and has been in business continuously from the year ___________________.

Bidder has operated under the same business name and organization structure for the last 5 years on at least 5 projects ☐ yes ☐ no

If no, indicate other business names: ___________________________________.

B. Bidder’s organization has had experience in construction comparable to that required by the Contract Documents as a prime contractor for _________ years and as a subcontractor for _________ years.
1.02 CONTRACTOR EXPERIENCE

A. Identify at least 3 projects in the state of Massachusetts completed within the past 10 years which are similar in type, character and magnitude to that required by the Contract Documents. Attach additional sheets as needed.

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<tr>
<th>Client/Owner Name/Address</th>
<th>Project Name/Location</th>
<th>CURRENT Contact Name, Phone, Email</th>
<th>Contract Value</th>
<th>Time Period</th>
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B. Submit the following.

1. Pumping Station: DCAMM certification for a single project value of at least $2,000,000.

C. Submit detailed information for each person or firm evidencing qualifications and experience and ability to meet the requirements specified for the following.

1. Dewatering
   a. Installer Qualifications: experienced installer that has specialized in dewatering work in similar subsurface conditions for at least 5 years.
   b. Designer Qualifications: registered professional civil/geotechnical engineer having experience in successfully designing a dewatering system in similar conditions for at least 10 years.

2. Sewage and stormwater bypass pumping: provided, operated, and maintained by a firm that has been regularly engaged in providing bypass pumping for the last 10 years and with at least 10 successful projects.

3. Surveying: registered surveyor in the state where Project is located that has been regularly and continuously engaged in surveying for the last 10 years.
1.03 PROPOSED DESIGN PROFESSIONALS AND SURVEYORS

A. The following design professionals and surveyors are to be employed or retained by the Bidder and available for assignment to the Project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Area of Responsibility</th>
<th>Years of Experience</th>
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B. Attach detailed resumes of qualifications, previous employers and experience for each design professional and surveyor listed above.
1.04 CURRENT LICENSES

A. Indicate Bidder and Subcontractor(s) current licenses including design professionals and surveyors.

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<tr>
<th>Name</th>
<th>State</th>
<th>Type</th>
<th>License number</th>
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1.05 SPECIALTY EXPERIENCE OF BIDDER OR SUBCONTRACTORS

A. Identify at least 5 projects that included successful bypass pumping systems of sewage or stormwater of at least 500 gallons per minute of installed pumping capacity within the past 10 years.

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<tr>
<th>Client/Owner Name/Address</th>
<th>Project Name/Location</th>
<th>CURRENT Contact Name, Phone, Email</th>
<th>Bidder or Subcontractor (Name)</th>
<th>Designer</th>
<th>Time Period</th>
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B. Identify at least 5 projects with excavation support via sheeting within the past 5 years.

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<th>Client/Owner Name/Address</th>
<th>Project Name/Location</th>
<th>CURRENT Contact Name, Phone, Email</th>
<th>Bidder or Subcontractor (Name)</th>
<th>Designer</th>
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C. Identify at least 5 projects that included either or a combination of stormwater, water and sewerage utilities within public streets within the last 10 years.

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<tr>
<th>Client/Owner Name/Address</th>
<th>Project Name/Location</th>
<th>CURRENT Contact Name, Phone, Email</th>
<th>Bidder or Subcontractor (Name)</th>
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D. Identify at least 5 projects that included pavement and street repair within public streets within the last 10 years.

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<th>Client/Owner Name/Address</th>
<th>Project Name/Location</th>
<th>CURRENT Contact Name, Phone, Email</th>
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1.06 PERSONNEL

A. Identify supervisory personnel that are currently employed by the Bidder and available for assignment to the Project (project manager, superintendents, principal foremen and engineers). Identify full-time on-Site project manager in responsible charge of the Work with at least 10 years’ experience as project manager on comparable projects.

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<tr>
<th>Name</th>
<th>Title</th>
<th>Years of Experience</th>
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<tr>
<td></td>
<td>Full time, on-Site Project Manager</td>
<td>Minimum 10 years</td>
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B. Attach detailed resumes of qualifications, previous employers and experience for each supervisory staff listed above.
1.07 EMERGENCY RESPONSE CAPABILITIES

A. Describe Bidder’s 24 hour/7 days per week emergency response and communication capabilities. Attach additional documentation as necessary.
1.08 EQUIPMENT

A. Identify equipment available for use on the Project. Indicate whether owned by Bidder’s organization or rented. Attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Size or Capacity</th>
<th>Owned or Rented</th>
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1.09 BUSINESS INTERESTS

A. Identify the names and addresses of the members of the Board of Directors of corporation, or the names and addresses of all persons and parties interested in this Bid as partners of a partnership or as individuals. Attach additional sheets as necessary.

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<th>Name</th>
<th>Address</th>
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</tbody>
</table>

B. Identify the bank or banks representing the financial responsibility of the Bidder.

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Address</th>
<th>Contact Name and Telephone No.</th>
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</table>
1.10 VIOLATIONS

A. Following is a list of violations Bidder and its main Subcontractors have received or been the subject of, or otherwise been involved in, regarding any state or local ethic laws, regulation, code, ordinance, policy, or standard, or offenses arising out of submission of bids or the performance of work on public works projects or contracts over the last 5 years. Attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Name and Location of the Project</th>
<th>Nature of the Violation/Offense</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Name and Location of the Project</th>
<th>Nature of the Violation/Offense</th>
<th>Duration and dates during which the violation/offense took place</th>
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<tr>
<th>Name and Location of the Project</th>
<th>Nature of the Violation/Offense</th>
<th>Duration and dates during which the violation/offense took place</th>
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</table>
### 1.11 LABOR DISPUTES

A. Identify labor disputes the Bidder has been the subject of, or otherwise been involved in, during the last 5 years. For these purposes, "labor disputes" shall include picketing or any other activity which disrupted or delayed the work. Attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Name and Location of the Project</th>
<th>Nature of the Dispute</th>
<th>Duration and dates during which the dispute took place</th>
<th>How the dispute was resolved</th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th>Name and Location of the Project</th>
<th>Nature of the Dispute</th>
<th>Duration and dates during which the dispute took place</th>
<th>How the dispute was resolved</th>
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<tbody>
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END OF SECTION
SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

__________________________________________________________________________, being duly sworn, deposite and, under the penalty of perjury, say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.

2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.

3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.

4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.

5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.

6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.

7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.
8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

__________________________________________
Company Name

__________________________________________
Signature

__________________________________________
Company Position

Date: _______________________________

__________________________________________
Attest: _______________________________

Date: _______________________________
SECTION 00 45 55

DCAMM PRIME/GENERAL CONTRACTOR UPDATE STATEMENT

Required Update Statement (10 pages) included on the following pages.


END OF SECTION
SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS’ UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT
TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER’S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime/General Contractor

Project Number (or name if no number) Business Address

Awarding Authority Telephone Number

SIGNATURE

Bidder’s Authorized Representative
INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
- This Update Statement must include all requested information that was not previously reported on the Application used for your firm’s most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: www.mass.gov/dcam.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled “Bidding Limits” in the Instructions to Awarding Authorities for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority’s responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder’s Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management at the time of certification.
- The bidder’s performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER’S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder’s Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder’s other currently held contracts, may not exceed the bidder’s Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

(i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.

(ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder’s incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. The total may not exceed the bidder’s Aggregate Work Limit.

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor’s bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor’s Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor’s bid. [810 CMR 8.05(2)].
### PART 1 - COMPLETED PROJECTS

List all public and private building projects your firm has completed since the date of application for your most recently issued (not extended or amended) DCAM certificate of eligibility. You must report all requested information not previously reported on that DCAM application.*

<table>
<thead>
<tr>
<th>PROJECT TITLE &amp; LOCATION</th>
<th>WORK CATEGORY</th>
<th>CONTRACT PRICE</th>
<th>START DATE</th>
<th>DATE COMPLETED</th>
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Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.
Provide the following reference information for each completed project listed on the previous page.

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Company Name</th>
<th>Contact Person</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td>Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
</tr>
<tr>
<td>Designer</td>
<td>Designer</td>
<td>Contact Person</td>
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<tr>
<td>GC</td>
<td>GC</td>
<td>Contact Person</td>
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<tr>
<td>Owner</td>
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<td>Contact Person</td>
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<tr>
<td>Designer</td>
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<td>Owner</td>
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<td>Designer</td>
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<td>GC</td>
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<td>Contact Person</td>
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</tbody>
</table>

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  ☐ YES  ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  ☐ YES  ☐ NO

If you have answered YES to either question, explain. ________
**PART 2 - CURRENTLY HELD CONTRACTS**

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

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<tr>
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<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TITLE &amp; LOCATION</td>
<td>WORK CATEGORY</td>
<td>START AND END DATES</td>
<td>ON SCHEDULE (yes / no)</td>
<td>CONTRACT PRICE</td>
<td>% NOT COMPLETE</td>
<td>$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)</td>
<td>NO. OF YEARS REMAINING (see note below)</td>
<td>ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8)</td>
</tr>
</tbody>
</table>

**ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK** (Total of Column 9) $\_\_\_\_

**Column 8**
- If less than one year is left in the project schedule, write 1.
- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).
Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  □ YES  □ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  □ YES  □ NO

If you have answered YES to either question, explain. ________
**PART 3 - PROJECT PERFORMANCE**

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
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<tbody>
<tr>
<td>1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?</td>
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<tr>
<td>2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?</td>
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<tr>
<td>3. Has your firm failed or refused to complete any punch list work under any contract?</td>
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<tr>
<td>4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?</td>
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<tr>
<td>5. Has your surety taken over or been asked to complete any of your work under any contract?</td>
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<tr>
<td>6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?</td>
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<tr>
<td>7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?</td>
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<tr>
<td>8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?</td>
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<tr>
<td>9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic’s lien against property in connection with work performed or materials supplied under any of your contracts?</td>
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<tr>
<td>10. Have there been any deaths of an employee or others occurring in connection with any of your projects?</td>
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<tr>
<td>11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?</td>
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</table>
PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) since your firm’s Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term “administrative proceeding” as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?</td>
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<tr>
<td>2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?</td>
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<tr>
<td>3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?</td>
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<tr>
<td>4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?</td>
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</table>
### PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

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<tr>
<th></th>
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<th>YES</th>
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<tbody>
<tr>
<td>5.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?</td>
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<tr>
<td>6.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?</td>
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<tr>
<td>7.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?</td>
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<tr>
<td>8.</td>
<td>Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?</td>
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<tr>
<td>9.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?</td>
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<tr>
<td>10.</td>
<td>Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at <a href="http://www.osha.gov">www.osha.gov</a></td>
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<tr>
<td>11.</td>
<td>Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?</td>
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<tr>
<td>12.</td>
<td>Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?</td>
<td></td>
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<tr>
<td>13.</td>
<td>Are there any other issues that you are aware which may affect your firm’s responsibility and integrity as a building contractor?</td>
<td></td>
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</tbody>
</table>
PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE OR FUNCTION</th>
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PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued?  □ Yes  □ No

If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – “Completed Projects” and the final page – “Certification” (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.
SECTION 00 45 56

DCAMM SUB-BIDDER UPDATE STATEMENT

Required Update Statement (10 pages) included on the following pages.


END OF SECTION
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SPECIAL NOTICE TO AWARDING AUTHORITY
SUB-BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management

SUB-BIDDER
UPDATE STATEMENT

TO ALL SUB-BIDDERS, TRADE CONTRACTORS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED SUB-BIDDER UPDATE STATEMENT MUST BE
SUBMITTED WITH EVERY FILED SUB-BID PURSUANT TO M.G.L. c.149, §44F AND
EVERY TRADE SUB-BID PURSUANT TO M.G.L. c. 149A. ANY FILED SUB-BID OR
TRADE SUB-BID SUBMITTED WITHOUT AN APPROPRIATE SUB-BIDDER UPDATE
STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Filed Sub-Bids and Trade
Sub-Bids. It is not to be used for submitting Prime/General Contract bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the sub-bidder is not competent to perform
the work as specified on the project, it should reject the bid.

SUB-BIDDER’S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder
named below to sign and submit this Sub-bidder Update Statement on behalf of the bidder
named below, that I have read this Sub-bidder Update Statement, and that all of the
information provided by the bidder in this Sub-bidder Update Statement is true, accurate, and
complete as of the bid date.

Bid Date
Print Name of Sub-bidder or Trade Contractor

Project Number (or
name if no number)

Business Address

Awarding Authority
Telephone Number

SIGNATURE
Bidder’s Authorized Representative
INSTRUCTIONS

INSTRUCTIONS TO SUB-BIDDERS

- This form must be completed and submitted by all Filed Sub-Bidders bidding on projects pursuant to M.G.L. c. 149, §44F and Trade Contractors bidding on projects pursuant to M.G.L. c. 149A.

- You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS SUB-BIDDER UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.

- This Sub-Bidder Update Statement must include all requested information that was not previously reported on the Application used for your firm’s most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Sub-Bidder Update Statement must cover the entire period since the date of that Application, NOT since the date of your Certification.

- You must use this official form of Sub-bidder Update Statement. Copies of this form may be obtained from the awarding authority and from the DCAM Web Site: www.mass.gov/dcam.

- If additional space is needed, please copy the appropriate page of this Sub-bidder Update Statement and attach it as an additional sheet.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Sub-Bidder Qualifications

- It is the awarding authority’s responsibility to determine each responsible bidder. You must consider all of the information in the bidder’s Sub-bidder Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management at the time of certification.

- The sub-bidder’s performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.

- AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE SUB-BIDDER’S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.

Correction of Errors and Omissions in Sub-bidder Update Statements

Matters of Form: An awarding authority shall not reject a sub-bidder’s bid because there are mistakes or omissions of form in the Sub-bidder Update Statement submitted with the bid pursuant to M.G.L. c.149, §44D, provided the sub-bidder promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.13(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a sub-bidder notice of minor defects and omissions as to form in the Sub-bidder’s Update Statement and provide an opportunity to correct its Sub-bidder Update Statement. However, the sub-bidder shall not be allowed to make corrections to a Sub-bidder Update Statement if material information about the sub-bidder was omitted from the Sub-bidder Update Statement filed with the sub-bidder’s bid. The Awarding Authority shall advise DCAM of any material omissions in a Sub-bidder’s Update Statement. [810 CMR 8.13(2)].
PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF $20,000 OR MORE THAT YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) SUB-BIDDER CERTIFICATE OF ELIGIBILITY*.

<table>
<thead>
<tr>
<th>PROJECT TITLE &amp; LOCATION</th>
<th>WORK CATEGORY</th>
<th>CONTRACT PRICE</th>
<th>START DATE</th>
<th>DATE COMPLETED</th>
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</tbody>
</table>

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.
PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
<td>Telephone</td>
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<tr>
<td>DESIGNER: Designer</td>
<td>Contact Person</td>
<td>Telephone</td>
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<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
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<tr>
<td>OWNER: Owner</td>
<td>Contact Person</td>
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</tbody>
</table>

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  

☐ YES  ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  

☐ YES  ☐ NO

If you have answered YES to either question, explain. ________
PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF $20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

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<tr>
<th>1</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TITLE &amp; LOCATION</td>
<td>WORK CATEGORY</td>
<td>START AND END DATES</td>
<td>ON SCHEDULE (yes / no)</td>
<td>CONTRACT PRICE</td>
<td>% NOT COMPLETE</td>
<td>$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)</td>
</tr>
</tbody>
</table>
PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
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</tr>
<tr>
<td>GC: GC</td>
<td>Contact Person</td>
<td>Telephone</td>
<td></td>
</tr>
</tbody>
</table>

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  □ YES  □ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  □ YES  □ NO

If you have answered YES to either question, explain. ________
PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. You must report all requested information not previously reported on that Application. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

<table>
<thead>
<tr>
<th>Number</th>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?</td>
<td></td>
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<tr>
<td>3.</td>
<td>Has your firm failed or refused to complete any punch list work under any contract?</td>
<td></td>
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<tr>
<td>4.</td>
<td>Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?</td>
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<td></td>
</tr>
<tr>
<td>5.</td>
<td>Has your surety taken over or been asked to complete any of your work under any contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Has your surety made payment to a materials supplier or other party under your payment bond on any contract?</td>
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<tr>
<td>8.</td>
<td>Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?</td>
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</tr>
<tr>
<td>9.</td>
<td>Have any of your subcontractors or suppliers filed litigation to enforce a mechanic’s lien against property in connection with work performed or materials supplied under any of your contracts?</td>
<td></td>
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<tr>
<td>10.</td>
<td>Have there been any deaths of an employee or others occurring in connection with any of your projects?</td>
<td></td>
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</tr>
<tr>
<td>11.</td>
<td>Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?</td>
<td></td>
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</tr>
</tbody>
</table>
PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) since your firm’s Application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application.

The term “administrative proceeding” as used in this Sub-Bidder Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?</td>
<td>☐</td>
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</tbody>
</table>
### PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

<table>
<thead>
<tr>
<th></th>
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<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>5.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8.</td>
<td>Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10.</td>
<td>Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at <a href="http://www.osha.gov">www.osha.gov</a></td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11.</td>
<td>Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>12.</td>
<td>Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>13.</td>
<td>Are there any other issues that you are aware which may affect your firm’s responsibility and integrity as a building contractor?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE OR FUNCTION</th>
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</table>

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☐ No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT ALONG WITH CERTIFICATION PAGE.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s Application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Attachment must include a complete copy of the entire Section F – “Completed Projects” (Section G – “Completed Projects” for firms certified based upon their Prime/General Application), and the final page – “Certification Page”, (Section I in the Sub-bidder Application or Section J in Prime/General Application) containing the signature and date that the Completed Projects list (Section F or G) was submitted to the Division of Capital Asset Management.
SECTION 00 45 57

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

This Project is subject to the following “Special Provisions for Disadvantaged Business Enterprises” of the Massachusetts Department of Environmental Protection Division of Municipal Services.

The following is a condition of all Bids. The two lowest responsible and eligible General Bidders shall submit the required information. The terms used in this Section have the meanings stated in the Bidding Requirements, and General and Supplementary Conditions. See detailed requirements in Section 00 73 38. Referenced forms are included at the end of this Section.

In May 2008 a United States Environmental Protection Agency (EPA) rule became effective that changed the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Program to a Disadvantaged Business Enterprise (DBE) Program.

For firms to qualify under the old MBE/WBE program they needed to be socially disadvantaged and had to be certified by the Supplier Diversity Office (SDO). Under the new DBE rule, the firms must be both socially and economically disadvantaged, citizens of the United States, and certified as a DBE. Women and certain minorities are presumed to be socially disadvantaged. The economic disadvantage is measured by the owner’s initial and continuing personal net worth of less than $1,320,000.

Because the Clean Water Act requires the use of MBEs and WBEs, these firms will still be utilized in the State Revolving Fund (SRF) Loan Program, but they must also be certified as DBEs.

SDO will continue to be the certifying agency for the SRF program. SDO certifies firms under the federal Department of Transportation program, which is acceptable for use in the SRF program. An additional form has been added to the DBE package to verify that DBEs are owned or controlled by United States citizens.

1.01 DBE PARTICIPATION

A. In this Contract, the percentage of business activity to be performed by disadvantaged business enterprise(s) (DBE) shall not be less than the following percentages of the total Contract Price or the percentage submitted in the Schedule of Participation, whichever is greater:

Disadvantaged MBE (D/MBE): 4.20%    Disadvantaged WBE (D/WBE): 4.50%
1.02 REQUIREMENTS FOR CONTRACT AWARD

DBE packages must be submitted by the two lowest General Bidders on the Project. Following Bid opening, the LGU (also “Owner”) shall notify the two lowest General Bidders to submit DBE packages to the LGU or the LGUs consultant (also “Engineer”), as directed. By the close of business on the third business day after notification, the two lowest General Bidders, including a General Bidder who is a D/MBE, D/WBE or DBE, shall submit the following information:

A. A Schedule of Participation (Form EEO-DEP-190C). The Schedule of Participation shall list those certified DBEs the General Bidder intends to use in fulfilling the contract obligations, the nature of the Work to be performed by each certified DBE Subcontractor and the total price they are to be paid.

1. A listing of bona-fide services such as a professional, technical, consultant or managerial services, assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract, and reasonable fees or commissions charged.

2. A listing of haulers, truckers, or delivery services, not the contractors, including reasonable fees for delivery of said materials or supplies to be included on the Project.

B. A Letter of Intent (Form EEO-DEP-191C) for each DBE the General Bidder intends to use on the Project. The Letter of Intent shall include, among other things, a reasonable description of the work the certified DBE is proposing to perform and the prices the certified DBE proposes to charge for the Work. A Letter of Intent shall be jointly signed by the certified DBE and the General Contractor who proposes to use them in the performance of the Contract.

C. Each DBE must also sign and return the DBE Certification of United States Citizenship form to verify that the firm is owned or controlled by a United States citizen.

D. The SDO “DBE Certification” as prepared by each certified DBE.

E. A completed Request for Waiver form and backup documentation should the goals not be achieved (See 1.03 below).
1.03 REQUIREMENTS FOR MODIFICATION OR WAIVERS

The General Bidder shall make every possible effort to meet the minimum requirements of certified DBE participation. If the percentage of DBE participation submitted by the General Bidder on its Schedule of Participation (EEO-DEP-190C) does not meet the minimum requirements, the Bid may be rejected by the Awarding Authority (also “Owner”) and found not to be eligible for award of the Contract.

In the event that the General Bidder is unable to meet the minimum requirements of DBE participation, the General Bidder shall submit with his/her submittal required in Section III. Requirement of Contract Award a Request for Waiver form (EEO-DEP-490). The Awarding Authority shall review the waiver request to determine if the request should proceed. If approved by the Awarding Authority, the Awarding Authority shall submit the waiver request and supporting documentation, with a recommendation to MassDEP within five days of receipt of the Request for Waiver. MassDEP in conjunction with the project manager, Compliance Unit, will determine whether the waiver will be granted.

The waiver request shall include detailed information as specified below to establish that the General Bidder has made a good faith effort to comply with the minimum requirements of DBE participation specified in 1.01 above. In addition, the General Bidder must show that such efforts were undertaken well in advance of the time set for opening of Bids to allow adequate response. A waiver request shall include the following:

A. A detailed record of the effort made to contact and negotiate with the certified DBE, including, but not limited to:

1. names, addresses and telephone numbers of all such companies contacted;

2. copies of written notices(s) which were sent to certified DBE potential subcontractors, prior to bid opening;

3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and

4. in the case(s) where a negotiated price could not be reached the General Bidder should detail what efforts were made to reach an agreement on a competitive price;

5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/ women-focused media detailing the opportunities for participation.
B. MassDEP may require the General Bidder to produce such additional information as it deems appropriate.

C. No later than fifteen (15) days after MassDEP receives all required information and documentation, it shall make a decision in writing, whether the waiver is granted and shall provide that determination to the General Bidder and Awarding Authority. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing. If the waiver request is denied, the bid shall be rejected by the Awarding Authority, or the Contract will be determined ineligible for SRF funding.

If a Request for Waiver is denied by MassDEP and the Bid is rejected by the Awarding Authority, the Awarding Authority may then move to the second General Bidder on the project. At the Awarding Authority’s discretion, it may collect a DBE package from the third lowest responsible and eligible General Bidder on the Project.

ATTACHMENTS

A. Schedule of Participation (Form EEO-DEP-190C)

B. Letter of Intent (Form EEO-DEP-191C)

C. DBE Certification of United States Citizenship

END OF SECTION
# SCHEDULE OF PARTICIPATION FOR SRF CONSTRUCTION

**Project Title:** ___________________________  **Project Location:** ___________________________

## Disadvantaged Minority Business Enterprise Participation in the SRF Loan Work

<table>
<thead>
<tr>
<th>Name &amp; Address of D/MBE</th>
<th>Nature of Participation</th>
<th>Dollar Value of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total D/MBE Commitment:** $ __________

**Percentage D/MBE Participation** = \( \frac{\text{Total D/MBE Commitment}}{\text{Bid Price}} \) = % __________

## Disadvantaged Women Business Enterprise Participation in the SRF Loan Work

<table>
<thead>
<tr>
<th>Name &amp; Address of D/WBE</th>
<th>Nature of Participation</th>
<th>Dollar Value of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total D/WBE Commitment:** $ __________

**Percentage D/WBE Participation** = \( \frac{\text{Total D/WBE Commitment}}{\text{Bid Price}} \) = % __________

The Bidder agrees to furnish implementation reports as required by MassDEP to indicate the D/MBEs and D/WBE(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of Bidder: ___________________________

Date: ____________  By: ___________________________  Signature: ___________________________

**NOTE:** Participation of a DBE may be counted in only their certified category; the same dollar participation cannot be used in computing the percentage of D/MBE participation and again of D/WBE participation.
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LETTER OF INTENT FOR SRF CONSTRUCTION

This form is to be completed by the D/MBE and D/WBE and must be submitted by the Bidder no later than close of business on the third business day after notification by the LGU. A separate form must be completed for each D/MBE and D/WBE involved in the project.

Project Title: ________________________________ Project Location: ________________________________

TO: __________________________________________
    (Name of Bidder)

FROM: __________________________________________
    (Please Indicate Status [ ] D/MBE or [ ] D/WBE)

I/we intend to perform work in connection with the above project as (check one):

[ ] An individual [ ] A partnership
[ ] A corporation [ ] A joint venture with: ________________________________
[ ] Other (explain): ______________________________________________________

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

<table>
<thead>
<tr>
<th>DBE PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Activity</td>
</tr>
</tbody>
</table>

$ %

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Authorized Original Signature) Date</td>
<td>(Authorized Original Signature) Date</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>ADDRESS:</td>
</tr>
<tr>
<td>TELEPHONE #:</td>
<td>TELEPHONE #:</td>
</tr>
<tr>
<td>FEIN:</td>
<td>FEIN:</td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td>EMAIL ADDRESS:</td>
</tr>
</tbody>
</table>

ORIGINALS:

* Compliance Mgr. City/Town Project Location
* DEP Program Manager for DEP's AAO Director

* Attach a copy of current (within 2 years) DBE Certification

EEO-DEP-191C

EEO-DEP-E Page 11 of 16
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DBE CERTIFICATION OF UNITED STATES CITIZENSHIP

For the SRF program, under the EPA Disadvantage Business Enterprise (DBE) Rule, a DBE must be owned or controlled by a socially and economically disadvantaged person that is also a citizen of the United States (See 40 CFR 33.202). “Ownership” is defined at 13 CFR 124.105 and “control” is defined at 13 CFR 124.106.

DBEs are certified for the SRF program through the Supplier Diversity Office using the federal Department of Transportation (DOT) DBE rules. EPA allows the use of DBEs certified under the DOT rules as long as they are also United States citizens. To ensure compliance with the EPA rule, MassDEP must verify United States citizenship through the completion of the following form for each DBE used on the project.

SRF Project Number __________________________

Contract Number __________________________

Contract Title ____________________________________________

DBE Subcontractor __________________________________________

The undersigned, on behalf of the above named DBE subcontractor, hereby certifies that the DBE firm is either owned or controlled by a person or persons that are citizens of the United States.

________________________________________________________________________

Printed Name and Title of DBE Signatory

________________________________________________________________________

DBE Signature

________________________________________________________________________

Date
TO BE COMPLETED & ISSUED AFTER BID REVIEW ON OWNER LETTERHEAD

Date

[Bidder Contact
Bidder Company
Bidder Address]

SUBJECT: NOTICE OF INTENT TO AWARD
[PROJECT TITLE/OWNER]

You are notified that your Bid dated ___________________ for the above Contract has been considered.

You are the apparent Successful Bidder and the Owner intends that the above Contract be awarded to you. The Total Contract Price of the awarded Contract will be $___________________ [Lump Sum OR based on Unit Prices], subject to the following conditions being met and subject to required reviews and approvals [OPTIONAL and specifically, funding agency approval by [______________________].]

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Intent to Award:

1. Deliver the Contract security (Bonds) and insurance documentation as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5).
2. Provide a letter from your insurance company or agent confirming types and limits of coverage as required in Paragraph 5.03 of the General Conditions.
3. Deliver the following completed and executed certifications and documents:
   a.
   b.
   c. Items to be provided by Subcontractors:
      •
4. Other conditions precedent:

- **LIST OTHERS IF ANY**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Intent to Award, and declare your Bid security forfeited.

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver a Notice of Award and the conformed Contract Documents with the Agreement for execution.

INSERT OWNER NAME (Owner)

By: __________________________________________

[Name and Title]

Copy to Engineer
SAMPLE NOTICE OF AWARD (C-00 51 00)

TO BE COMPLETED & ISSUED WITH CONFORMED AGREEMENT & CONTRACT ON OWNER LETTERHEAD

Date

Bidder Contact
Bidder Company
Bidder Address

SUBJECT: NOTICE OF AWARD
[PROJECT TITLE/OWNER]

You are notified that your Bid dated [insert date] for the above Contract has been considered, and that you are the Successful Bidder and are awarded a Contract for [insert description].

The Total Contract Price of the awarded Contract is $___________________ [Lump Sum OR based on Unit Prices].

_____ unexecuted counterparts of the Agreement and 1 copy of the Contract Documents [(except for Drawings)] accompanies this Notice of Award. [OR have been transmitted or made available electronically.] [Sets Drawings will be delivered separately from the other Contract Documents.]

You must comply with the following conditions precedent.

• Return all executed counterparts of the Agreement to Owner within 10 days of receipt of this Notice of Award.
• [Add others as necessary]

After obtaining required reviews and approvals for Contract execution, Owner shall deliver one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions and Supplementary Conditions, if any.

INSERT OWNER NAME (Owner)

By:__________________________
[Name and title]

Copy to Engineer
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AGREEMENT

Made in Quintuplicate this day _______________ between the City of Quincy, Massachusetts, Municipal Corporation, Within the County of Norfolk, party of the first part and: party of the second part.

WITNESSETH: That for and in consideration of the following mutual covenants the parties agree with each other as follows:

ARTICLE I: The party of the second part agrees to sell and deliver to the party of the first part the following:

CONSTRUCTION FOR
THE STRAND PUMP STATION IMPROVEMENTS

All in accordance with the detailed specifications and considerations attached to and made a part this contract.

TERMS: As per attached

SPECIFICATIONS AND CONTRACT DOCUMENTS ARE ATTACHED TO AND MADE A PART THEREOF

ORDERED BY: Click or tap here to enter text.

ARTICLE II: The party of the first part agrees to pay to the party of the second part upon satisfactory completion of the delivery of the above mentioned.

FOR THE SUM OF: $Click or tap here to enter text.

Pursuant to MGL c.44 s31C, I certify that an appropriation has been made in the total amount of the Contract.

CITY OF QUINCY

______________________________
MAYOR

______________________________
DIRECTOR OF MUNICIPAL FINANCE

______________________________
CITY DEPARTMENT HEAD

______________________________
VENDORS SIGNATURE

______________________________
CITY SOLICITOR

______________________________
PURCHASING AGENT

CONTRACT #:
P.O. #:
CODE #: 
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SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

__________________________________________________________
(NAME OF CORPORATION)

held on __________________________, at which all the Directors were present or waived notice, it was

VOTED, that:

__________________________________________                   ____________________________________
(NAME)           (TITLE)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said
Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this
Company’s name on its behalf by such ___________________________ under seal of the Company, shall be valid

(TITLE)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of
future Contracts until notified to the contrary.

A true copy,

ATTEST: __________________________________

(CLERK’S SIGNATURE)

PLACE OF BUSINESS: _________________________________

DATE OF THIS CONTRACT: _______________________________

I hereby certify that I am the Clerk of the:

________________________________________________________

(COMpany)  

that  ___________________________________________  is the

(NAME)

duly elected ___________________________ of said Company, and that the above VOTE has not been

(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_________________________________________  CORPORATE SEAL
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SECTION 00 52 10

AGREEMENT FORM

THIS AGREEMENT is by and between City of Quincy, MA (“Owner”) and ______________________________ (“Contractor”). Owner and Contractor hereby agree as follows.

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as demolition and replacement of the pump station control building and equipment, the wastewater wet well, valve vault, and mechanical equipment, rehabilitation of the stormwater wet well and valve vault, and replacement of storm pumps and valves; replacement of the wastewater force main, rehabilitation of the stormwater force main; and all materials, equipment, services and construction inherent to the Work.

ARTICLE 2 – THE PROJECT

2.01 The Project under the Contract Documents is generally known as “The Strand Pump Station Improvements”.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Woodard & Curran, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Substantial Completion and Final Payment

A. The Work shall be substantially complete within 370 calendar days from the commencement of Contract Times as provided in Paragraph 2.03 of the Standard General Conditions and completed and ready for final payment, in accordance with Paragraph 14.07 of the Standard General Conditions, 400 calendar days from the commencement of Contract Times.
4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions and Supplementary Conditions, if any. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $2,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $2,000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Actual Damages

A. The pump stations must continue to operate during the construction period in order to comply with the Owner’s NPDES permit and Contractor shall prevent interruption to operation of the pump stations or provide complete bypass per Section 01 51 40. Contractor shall pay actual damages incurred by Owner for Contractor’s failure to maintain operation of the pump stations or provide complete bypass, resulting in non-compliance with the NPDES permit and other damages related thereto.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below based on unit pricing stated in Contractor’s Bid attached hereto:

TOTAL LUMP SUM PRICE (*including Alternate A*  
[IN WORDS] Dollars and [IN WORDS] Cents  
$[DOLLAR AMOUNT]
PAYMENT PROCEDURES

5.02 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions and Supplementary Conditions, if any. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions and Supplementary Conditions, if any, and the General Requirements.

5.03 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 21st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Standard General Conditions and Supplementary Conditions, if any, (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions and Supplementary Conditions, if any, and additional retainage allowed by Laws and Regulations.

   a. Progress Payments of 95 percent for Work completed (with the balance of 5 percent being retainage).

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance of 5 percent being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, (with the balance of 1 percent being retainage), less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and Supplementary Conditions, if any, and less the Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected (Punch List) attached to the certificate of Substantial Completion and subject to Paragraph 14.04 of the General Conditions and Supplementary Conditions, if any.

However, retainage for items planted in the ground shall remain at 5 percent of the cost of such items until Final Payment per Massachusetts General Laws Chapter 30, Section 39G.

5.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General and Supplementary Conditions, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – INTEREST

6.01 All moneys not paid when due as provided in Article 14 of the General and Supplementary Conditions, if any, shall bear interest at the rate 3 percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston per Massachusetts General Laws Chapter 30, Section 39K. Interest shall not be accrued on retainage.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS AND CERTIFICATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.02 The Contractor certifies, under the penalties of perjury, that:

A. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract;

B. Contractor certifies no official or employee of the Owner has a financial interest in this Contract or in the expected profit to arise from the Contract, unless the Contractor and Owner, employee or official both have notified public authorities in writing, that the Contractor and the employee fully complied with the provisions of MGL Chapter 43, Section 27 Interest In Public Contracts By Public Employees Prohibited; Penalty and provisions of MGL Chapter 268A, Section 20 Municipal Employees; Financial Interest In Contracts; Holding One Or More Elected Positions.

C. Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and, has provided for itself and each Subcontractor, a Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes and further, certifies that, to the best of its knowledge and belief, all state tax returns have been filed and all state taxes have been paid as required by Law pursuant to Massachusetts General Laws Chapter 62C, Section 49A.

D. If a foreign corporation, Contractor has provided for itself and each Subcontractor that is a foreign corporation, a certificate of the state secretary stating that the corporation has complied with requirements of Massachusetts General Laws Chapter 156D, Part 15, Section 15.03 of subdivision A and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, pursuant to Massachusetts General Laws Chapter 30, Section 39L.

E. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site 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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, all as required by Massachusetts General Laws Chapter 30, Section 39S.
F. Contractor is not presently debarred from entering into a public contract Commonwealth of Massachusetts under the provisions of Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

G. Pursuant to Massachusetts General Laws Chapter 30, Section 39R, Contractor has provided a statement by management on internal accounting controls, a statement prepared by an independent certified public accountant regarding management’s statement, and an audited financial statement to DCAMM for the most recent completed fiscal year.

H. Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

7.03 Contractor agrees to comply with applicable SRF program and Federal requirements set forth in the Supplementary Conditions including D/MBE and D/WBE requirements, Diesel Retrofit Program, the Davis Bacon Act, and the following.

A. The fair share goals for disadvantaged business enterprise (DBE) participation for this Contract are a minimum of 4.20 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 4.50 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction Contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of Contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The Contractor shall require similar reports from its Subcontractors.

B. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided.
by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.

7. The Contractor shall include the provisions of paragraphs 1. through 7. in every subcontract or Purchase Order unless exempted by rules, Regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended, so that such provisions shall be binding upon each Subcontractor or vendor or Supplier. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions.
including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970].

C. The Contractor acknowledges to and for the benefit of the City of Quincy, MA (Owner) and the Commonwealth of Massachusetts (the State) that it understands the material and equipment, and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that has statutory requirements commonly known as “American Iron and Steel (AIS) Requirement” that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided by the Contractor pursuant to this Agreement.

1. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the AIS Requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Paragraph, or information necessary to support a waiver of the AIS Requirement, as may be requested by Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this requirement by the Contractor shall permit the Owner or State to recover as damages against the Contractor, any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this requirement force or effect) shall be amended or waived without the prior written consent of the State.

D. The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System.
E. Contractor agrees to incorporate these requirements into all subcontracts regardless of tier and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

7.04 The representations and certifications Contractor submitted with its Bid remain shall valid during the period of this Agreement.

7.05 Contractor agrees to incorporate the applicable provisions of the Contract Documents into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement and attachments

COMPLETE LISTING AFTER AWARD

- Bid Form (submitted by XXXX and dated XXX)
- Bid Supplements and attachments
- Performance Bond
- Payment Bond
- Insurance certificates
- Diesel Retrofit Program Contractor Certification (Contractor and Subcontractors)
- D/MBE and D/WBE documentation and certifications
- Statement of Direct Labor Cost percentage(s)
- Projected monthly cash flow schedule

2. Forms listed in 00 60 00

3. Standard General Conditions in Section 00 72 05

4. Supplementary Conditions as listed in Section 00 01 10, Table of Contents

5. General Requirements and Specifications as listed in Section 00 01 10, Table of Contents

6. Drawings listed in Section 00 01 15, List of Drawing Sheets
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed
   b. Work Change Directives
   c. Change Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement and made a part hereof.

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions and Supplementary Conditions, if any.

9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
9.04 **Severability**

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 **Contract is Public Record**

A. The Contract is subject to MGL Chapter 66 et seq, *Public Records*, and as such, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Contractor agrees to provide the Owner copies of any documents requested under this law at no charge to the Owner or the requestor.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective as indicated on the Owner’s Agreement page.

SIGNATURES ARE INCLUDED ON THE CITY OF QUINCY’S AGREEMENT FORM PAGE AND CONTRACTOR SIGNATURE AUTHORIZATION FORM PRECEDING THIS SECTION

END OF SECTION
This page intentionally left blank
PERFORMANCE BOND (Form C-006113.13)

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT
   Effective Date of the Agreement:
   Amount:
   Description (name and location):

BOND
   Bond Number:
   Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
   Amount:
   Modifications to this Bond Form: [ ] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor’s Name and Corporate Seal

By: ____________________________
   Signature
   Print Name
   Title
   Attest: ____________________________
   Signature
   Title

SURETY

Surety’s Name and Corporate Seal

By: ____________________________
   Signature (attach power of attorney)
   Print Name
   Title
   Attest: ____________________________
   Signature
   Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at theSurety’s expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety’s liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within
two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:
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PAYMENT BOND (Form C-006113.16)

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT
   Effective Date of the Agreement:
   Amount:
   Description (name and location):

BOND
   Bond Number:
   Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
   Amount:
   Modifications to this Bond Form:  □  None  □  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor’s Name and Corporate Seal

By: ________________________________ (seal)

Signature

Print Name

Title

Attest: ________________________________

Signature

Title

SURETY

Surety’s Name and Corporate Seal

By: ________________________________

Signature (attach power of attorney)

Print Name

Title

Attest: ________________________________

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

       5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

       5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or
(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:
This page intentionally left blank
SAMPLE NOTICE TO PROCEED (C-00 55 00)

TO BE COMPLETED ON OWNER LETTERHEAD

Date

[Bidder Contact
Bidder Company
Bidder Address]

SUBJECT: NOTICE TO PROCEED
[PROJECT TITLE/OWNER]

You are notified that the Contract Times under the above Contract will commence to run on __________________________. On or before that date, you are to start performing your obligations under the Contract Documents.

[OR for the following portion(s) of the Work:
[Describe the limits of the Work covered if option above chosen]

A Notice to Proceed for the remaining Work will follow. ]

In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is __________, and the number of days to achieve readiness for final payment is __________

OR [*the date of Substantial Completion is ____________, and the date of readiness for final payment is ____________]*

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions and Supplementary Conditions if any, provide that you must have delivered to Owner (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

- Comply with Articles 2.05 and 2.06 of the General and Supplementary Conditions (if any)
- [*add other requirements*]

INSERT OWNER NAME (Owner)

By: ____________________________
[Name and title]

Copy to Engineer
This page intentionally left blank
SECTION 00 60 00

PROJECT FORMS

The following forms are included in this Section and shall be used for the Project as specified in the General Conditions and Supplementary Conditions if any, and the General Requirements. Completed and execution versions of these forms used during the Project shall be incorporated into the Agreement and made a part thereof.

- Submittal Transmittal (Form C-00 62 11)
- Application for Payment (Form C-00 62 76)
- Request for Interpretation/Information (Form C-00 63 15)
- Field Order (Form C-00 63 36)
- Work Change Directive (Form C-00 63 49)
- Change Request (Form C-00 63 60)
- Change Order (Form C-00 63 63 MA)
- Change Order Form (DEP-DMS)
- City of Quincy Standard Change Order Form
- Notice of Substantial Completion (Form C-00 65 15)
- Certificate of Substantial Completion (Form C-00 65 16)
- Notice of Completion (Form C-00 65 18)

END OF SECTION
This page intentionally left blank
The material and equipment, and requirements for construction/installation contained in Submittal No.(s) ______________________________________ have been reviewed and we certify that they are correct and in strict conformance with the requirements specified (no exceptions or deviations).

The material and equipment and requirements for construction/installation contained in Submittal No.(s) ______________________________________ have been reviewed and we certify that they are correct and in strict conformance with the requirements specified except for the following deviations (list below or attach listing):

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

CONTRACTOR’S NAME
________________________________________________________________________________

ADDRESS
________________________________________________________________________________

BY: ___________________________________________________________________________ DATE: ____________________________
This page intentionally left blank
# Contractor's Application for Payment

**Application No.**  
**Application Date:**

<table>
<thead>
<tr>
<th>To (Owner):</th>
<th>From (Contractor):</th>
<th>Via (Engineer):</th>
</tr>
</thead>
</table>

| Project: | Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |
|----------|-----------------------|--------------------------|

## Application For Payment

### Change Order Summary

<table>
<thead>
<tr>
<th>Number</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ORIGINAL CONTRACT PRICE</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Net change by Change Orders</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Current Contract Price (Line 1 ± 2)</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>TOTAL COMPLETED AND STORED TO DATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Column F on Progress Estimate)</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>RETAINAGE:</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Work Completed</td>
<td>$</td>
</tr>
<tr>
<td>b.</td>
<td>Stored Material</td>
<td>$</td>
</tr>
<tr>
<td>c.</td>
<td>Total Retainage (Line 5a + Line 5b)</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>LESS PREVIOUS PAYMENTS (Line 6 from prior Application)</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>AMOUNT DUE THIS APPLICATION</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>BALANCE TO FINISH, PLUS RETAINAGE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Column G on Progress Estimate + Line 5 above)</td>
<td>$</td>
</tr>
</tbody>
</table>

## Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: $ 
(Line 8 or other - attach explanation of the other amount)

is recommended by: ________________________ (Engineer) (Date)

Payment of: $ 
(Line 8 or other - attach explanation of the other amount)

is approved by: ________________________ (Owner) (Date)

Approved by: ________________________ Funding Agency (if applicable) (Date)

By: ________________________ Date: ________________________

---

EJDC C-620 Contractor's Application for Payment  
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Progress Estimate - Lump Sum Work  

<table>
<thead>
<tr>
<th>Specification Section No.</th>
<th>Description</th>
<th>Scheduled Value ($)</th>
<th>Work Completed</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
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Contractor's Application
## Progress Estimate - Unit Price Work

<table>
<thead>
<tr>
<th>Item</th>
<th>Bid Item No.</th>
<th>Description</th>
<th>Bid Item Quantity</th>
<th>Unit Price</th>
<th>Estimated Quantity Installed This Month</th>
<th>Estimated Quantity Installed To Date (Include This Month)</th>
<th>Value of Work Installed to Date</th>
<th>Materials Presently Stored (not in C)</th>
<th>Total Completed and Stored to Date (D + E)</th>
<th>% (F / B)</th>
<th>Balance to Finish (B - F)</th>
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| Totals |              |              |                  |            |                                        |                                                          |                                  |                                      |                                          |        |                         |
## Stored Material Summary

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Supplier Invoice No.</th>
<th>Submittal No. (with Specification Section No.)</th>
<th>Storage Location</th>
<th>Description of Materials or Equipment Stored</th>
<th>Stored Previously</th>
<th>Subtotal Amount Completed and Stored to Date (D + E)</th>
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<tbody>
<tr>
<td></td>
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<td>Date Placed into Storage (Month/Year)</td>
<td>Amount Stored this Month ($)</td>
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<tr>
<td>Date Placed into Storage (Month/Year)</td>
<td>Amount Remaining in Storage ($) (D + E - F)</td>
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<tr>
<th>Totals</th>
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</table>
Field Order (C-00 63 36)

No. _____

Date of Issuance: __________________________  Effective Date: __________________________

<table>
<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
<th>Owner's Contract No.:</th>
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<tbody>
<tr>
<td>Contract:</td>
<td>Date of Contract:</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>Engineer's Project No.:</td>
<td></td>
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</tbody>
</table>

**Attention:**
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: __________________________________________  (Specification Section(s))  (Drawing(s) / Detail(s))

Description:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Attachments:

________________________________________________________________________________________
________________________________________________________________________________________

**Receipt Acknowledged by Contractor:**

<table>
<thead>
<tr>
<th>Date:</th>
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**Copy to Owner**
### Work Change Directive (Form C-00 63 49)

<table>
<thead>
<tr>
<th>No. _____</th>
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</table>

**Date of Issuance:** ___________________________  **Effective Date:** ___________________________

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<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
<th>Owner's Contract No.:</th>
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<th>Contract:</th>
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<th>Contractor:</th>
<th>Engineer's Project No.:</th>
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</table>

**Contractor is directed to proceed promptly with the following change(s):**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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**Attachments (list documents supporting change):**

<table>
<thead>
<tr>
<th>Attachments</th>
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</tbody>
</table>

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- [ ] Nonagreement on pricing of proposed change.
- [ ] Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

<table>
<thead>
<tr>
<th>Contract Price</th>
<th>$ _______ (increase/decrease)</th>
<th>Contract Time</th>
<th>_______ days (increase/decrease)</th>
</tr>
</thead>
</table>

**Recommended for Approval by Engineer:**

<table>
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<tr>
<th>Date</th>
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**Authorized for Owner by:**

<table>
<thead>
<tr>
<th>Date</th>
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**Received for Contractor by:**

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<tr>
<th>Date</th>
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**Received by Funding Agency (if applicable):**

<table>
<thead>
<tr>
<th>Date:</th>
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Based on EJCDC C-940 Work Change Directive
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1
CHANGE REQUEST (FORM C-00 63 60) (Design Changes/Deviations/Substitutions)

Project:

Request Initiated by:
- Contractor
- Owner
- Engineer

Impact to Contract Price expected
Impact to Contract Time expected
Change Orders will be processed separately

Request submitted as (format):

Description of Change (☐ documentation attached)

Reason for Change

**Response:** ☐ This constitutes a Written Amendment to the Agreement.

Review of the proposed change/deviation/substitution by Engineer is for general compatibility with the design concept of the Project. This review does not extend to means, methods, sequences, or procedures of construction or to issues of safety incident thereto. This review shall not relieve the Contractor from responsibility for full compliance with the requirements specified in the Contract Documents and to determine and verify the information contained therein.

<table>
<thead>
<tr>
<th>Recommended By Engineer for Acceptance (subject to above comments if any)</th>
<th>☐ Approved by Owner (no schedule or cost impact)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ recommended for processing and approval under a separate Change Order</td>
<td>☐ Acknowledged by Owner – to be processed and approved under a separate Change Order</td>
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<tr>
<td>NAME:</td>
<td>NAME:</td>
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<th>Signature</th>
<th>Date</th>
<th>Signature</th>
<th>Date</th>
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Approved by Contractor
☐ Change Order to be requested

NAME:

<table>
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<tr>
<th>Signature</th>
<th>Date</th>
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CHANGE ORDER FORM

PM-10 Attachment 1 Page 1 of 2

SRF Number
Public Entity
Contract Number
Change Order Number

Contract Amount (As Bid) $________
Net Change in Contract Price (this change order) $________
Total Adjusted Contract Price (including this and all other change orders) $________

This change order extends the time to complete the work by ________ calendar days.
The extended completion date is ____________________________

This change order checked by ____________________________
   (Chief) Resident Engineer Date

This change order is requested by: ____________________________

This change order is recommended by: ____________________________

__________________________ P.E. Number ____________________________ Date
   Consultant Engineer

The undersigned agree to the terms of the change order.

__________________________ Date
   Contractor

__________________________ Date
   Owner

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

By: ____________________________ Date
   Certification Officer (Auditor, accountant, treasurer)

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS
CITY OF QUINCY, MASSACHUSETTS
Choose an item.

Thomas P. Koch, Mayor
Choose an item.

CHANGE ORDER/AMENDMENT NO.

Made in Quintuplicate this day ___________________________ between the City of Quincy, Massachusetts, a Municipal Corporation, within the County of Norfolk, Party of the First Part and:

Contractor name:
Contractor address:

Party of the Second Part.

WITNESSETH: That for and in consideration of the following mutual covenants contained herein the parties

Agree to amend Contract (insert contract number) dated (insert Contract date) between the same parties as follows:

ARTICLE I: In the Agreement, we are (INCREASING/ DECREASING) by
$_________________

Because (insert justification):

ARTICLE II: In the Agreement of the Contract, for __________________________

Between the same parties, strike out the words and figures:

(Insert Figures)
(Insert Words)

and substitute the words and figures:

(Insert Figures)
(Insert Words)

CITY OF QUINCY

________________________________________
MAYOR

Sufficient Funds are available to cover the contract in the account

to be charged.________________________________________
CITY SOLICITOR

________________________________________
DIRECTOR OF MUNICIPAL FINANCE

________________________________________
PURCHASING AGENT
PROJECT NAME: ________________________________

CONTRACT NUMBER: ________________________________

CHANGE ORDER NUMBER: ________________________________

ORIGINAL CONTRACT AMOUNT: $ ________________________________

PREVIOUS CHANGE ORDERS (#___-#____): $ ________________________________

CURRENT CONTRACT AMOUNT: $ ________________________________

CHANGE IN CONTRACT PRICE (this change order): $ ________________________________

TOTAL ADJUSTED CONTRACT PRICE: $ ________________________________

(include all change orders):

Reason for Change Order:

(1) Additional Work ________________________________

(2) Field Change ________________________________

(3) Change in Bid Quantities ________________________________

(4) Change in Schedule ________________________________

(5) Other: ________________________________

(a) Time to complete the work is extended by ___calendar days.

(b) Extended completion date is _____________

Reason & Description of Change:

Supporting Documents (list or attached, as necessary):

This Change Order has been requested by: _____ CONTRACTOR _____ CITY

This Change Order has been reviewed by: ________________________________

(TITLE) ________________________________ (Date)
Change Order No. _____
(Form C-00 63 63) MA

<table>
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<th>Date of Issuance:</th>
<th>Effective Date:</th>
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<th>Engineer's Project No.:</th>
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The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

<table>
<thead>
<tr>
<th>Change in Contract Price:</th>
<th>Change in Contract Times:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$_____________________</td>
<td>Working days</td>
</tr>
<tr>
<td>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</td>
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<tr>
<td>$_____________________</td>
<td>Calendar days</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order:</td>
<td></td>
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<tr>
<td>$_____________________</td>
<td>Substantial completion (days):</td>
</tr>
<tr>
<td>[Increase] [Decrease] of this Change Order:</td>
<td></td>
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<tr>
<td>$_____________________</td>
<td>Ready for final payment (days):</td>
</tr>
<tr>
<td>Contract Price incorporating this Change Order:</td>
<td></td>
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<tr>
<td>$_____________________</td>
<td>Substantial completion (days or date):</td>
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<tr>
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<td>Ready for final payment (days or date):</td>
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</tbody>
</table>

RECOMMENDED:

By: ____________________________
   Engineer (Authorized Signature)
   Date: ________________________

Approved by Funding Agency (if applicable):
   ____________________________
   ____________________________

ACCEPTED:

By: ____________________________
   Owner (Authorized Signature)
   Date: ________________________

Approved by Funding Agency (if applicable):
   ____________________________
   ____________________________

ACCEPTED:

By: ____________________________
   Contractor (Authorized Signature)
   Date: ________________________

Approved by Funding Agency (if applicable):
   ____________________________
   ____________________________
Pursuant to MGL c.44, s31C, I certify that appropriated funds are available for the total amount of this Change Order.

______________________________________________________ Date: _________________________
Owner’s Auditor/Accountant (Name)

Pursuant to MGL c.30, s39I, reasons for deviation are as stated above or attached. The specified deviation(s) does not materially injure the Project as a whole, the Work is of the same cost and quality or an equitable adjustment has been agreed upon, and the deviation is in the best interest of the Owner.

______________________________________________________ Date: _________________________
Owner
A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.
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# Notice of Substantial Completion (C-00 65 15)

<table>
<thead>
<tr>
<th>Project:</th>
<th>Owner:</th>
<th>Owner's Contract No.:</th>
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<th>Contractor:</th>
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This NOTICE of Substantial Completion applies to:

- [ ] The following Systems, Equipment or specified portions
- [x] All Work under the Contract Documents

Date of Substantial Completion for above

The following documents are attached to and made part of this Notice.

Submitted by Contractor

Date
Certificate of Substantial Completion (Form C-00 65 16)

Project: 

Owner: 

Owner's Contract No.: 

Contract: 

Engineer's Project No.: 

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents:  ☐ The following specified portions of the Work:

______________________________________________________________

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities  ☐ Not Amended

Owner's Amended Responsibilities:

______________________________________________________________

______________________________________________________________

Contractor's Amended Responsibilities:

______________________________________________________________

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

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

Executed by Engineer

Executed by Contractor

Accepted by Owner

Date

Date

Date
Notice of Completion (Form C-00 65 18)

Project:
Owner:
Owner’s Contract No.:

Contract:
Date of Contract:

Contractor:

This NOTICE of Completion applies to:

☐ All Work under the Contract Documents:
☐ The following specified portions:

Date of final Completion

The Work to which this Notice applies is ready for inspection by authorized representatives of Engineer and Owner. Contractor has completed all corrections, delivered all required documentation, and the Project, or portion designated above, is complete. The Date of Completion of the Project or portion thereof designated above is hereby declared by the Contractor.

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

Final Punchlist
Final Application for Payment

Only the making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Contractor, except claims arising from any unsettled liens, from Defective Construction appearing after final inspection; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. A waiver of all claims by Contractor against Owner other than those previously timely made in writing and still unsettled.

Submitted by Contractor

Date

Prepared by the Engineers’ Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
See various sections of the Supplementary Conditions for additional modifications and supplements.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00 72 05
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
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Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

REVIZIONS HIGHLIGHTED WITHIN THE TEXT OF THIS SECTION
HAVE BEEN PREPARED BY WOODARD & CURRAN
See various sections of the Supplementary Conditions for additional modifications and supplements

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).
See various sections of the Supplementary Conditions for additional modifications and supplements

SECTION 00 72 05
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. **Agreement**—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. **Asbestos**—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. **Bid**—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. May also be referred to as “Proposal” which may be used interchangeably and shall have the same meaning.

6. **Bidder**—The individual or entity who submits a Bid directly to Owner.

7. **Bidding Documents**—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Supplementary Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. **Change Order**—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. **Claim**—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. **Contract**—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. **Contract Documents**—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. **Contract Price**—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. **Contract Times**—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.

15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**—See Paragraph 11.01 for definition.

17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor and complement the Specifications. Shop Drawings and other Contractor submittals are not Drawings as so defined. May also be referred to as “Plans”, which may be used interchangeably and shall have the same meaning. Notes on Drawings are directed to Contractor unless specifically noted otherwise.

18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. **Engineer**—The individual or entity named as such in the Agreement.

20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. **General Requirements**—Sections of Division 01 of the Specifications which govern the Work in all sections of the Specifications.

22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. **Notice to Proceed**—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. **Owner**—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. **PCBs**—Polychlorinated biphenyls.

31. **Petroleum**—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times. May also be referred to as “Construction Schedule”, which may be used interchangeably and shall have the same meaning.

33. **Project**—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. **Project Manual**—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. **Radioactive Material**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. **Resident Project Representative**—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. The Specifications are based on the guidelines of the Construction Specifications Institute (CSI) Project Resource Manual, and are directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases in the Specifications.

43. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.

47. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. **Unit Price Work**—Work to be paid for on the basis of unit prices.

50. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. **Work Change Directive**—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

### B. Additional Terms

1. **Final Completion**—The time at which all Work is completed and ready for final payment in accordance with Paragraph 14.07 of these General Conditions.

2. **Industry Practice**—The written practices, methods, materials, supplies and equipment, as changed from time to time, that are commonly used in the industry applicable to the Project to design, construct and operate facilities and plants, or any practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time, could have been expected to accomplish the desired results consistent with good business practices, reliability, safety and expedition.

3. **Installer**—The entity engaged by Contractor or a Subcontractor for installation, erection, application and similar required operations of a particular portion of the Work at the Site, including who has specialty experience in the Work they are engaged to perform.

4. **Punch List**—A list of open items representing portions of the Work which Contractor, Engineer, Owner reasonably agree is not complete on the date of Substantial Completion but which items will not significantly interfere with the safe, reliable operation and integrity of the Project or its intended use.

5. **Purchase Order**—A written agreement between Contractor and a Supplier for provision of material and equipment.
6. **Warranty Period**—The correction period after the date of Substantial Completion per Paragraph 13.07 of these General Conditions.

1.02 **Terminology**

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. **Intent of Certain Terms or Adjectives:**

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. **Day:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight. See also Paragraph 17.02 of these General Conditions.

D. **Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
   
   a. does not conform to the Contract Documents; or
   
   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
   
   c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. **Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Contract Documents and Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, unless mutually agreed otherwise, whichever date is earlier.
2.04 **Starting the Work**

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 **Before Starting Construction**

A. **Preliminary Schedules:** Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents and the lead times for equipment and materials per the listing in subparagraph 2.05.A.4;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work which will be confirmed in writing by Contractor at the time of submission. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and,

4. a complete listing of equipment and materials with lead times between placing orders and delivery, including normal allowances of time for processing and correcting Shop Drawings.

B. **Evidence of Insurance:** In accordance with Paragraph 2.01.

2.06 **Preconstruction Conference; Designation of Authorized Representatives**

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A; procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor’s full responsibility therefor.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

4. Contractor’s listing of equipment and materials with lead times must be reflected in the Progress Schedule. All orders for long lead items shall be placed within 30 days after Effective Date of the Agreement if delivery is critical to scheduling. Failure to place orders in accordance with the Progress Schedule may result in full liability for liquidated damages if Milestones and Contract Times are not met.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all and comprise the entire agreement between Owner and Contractor concerning the Work. If any term or provision of any of the Contract Documents, or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of the Contract Documents, or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of each of the Contract Documents shall be valid and shall be enforced to the fullest extent permitted by Laws and Regulations.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Contractor’s Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. Contractor’s Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity, or discrepancy in the Contract Documents unless if Contractor had actual knowledge or reasonably should have known of such conflict, error, ambiguity, or discrepancy thereof.
B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer’s approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer’s written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.
3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies), files transmitted in portable document format (PDF), and other electronic media formats of text, data, graphics or other file types supported by any digital document exchange system implemented for the Project, all of which are understood by all parties to constitute official Project correspondence and submittals. Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
See various sections of the Supplementary Conditions for additional modifications and supplements

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. (Not Used) Engineer’s Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A; or

   d. written notice is submitted after final payment.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.
3. Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, shall not be liable to Contractor for any Claims for losses or damages incurred by Contractor related to Underground Facilities not shown or indicated (including but not limited to all fees and changes of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs).

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work unless Contractor caused or contributed to such Hazardous Environmental Condition. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of
See various sections of the Supplementary Conditions for additional modifications and supplements

or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor’s obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.
5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and a letter from Contractor’s insurance company(s) and agents confirming types and limits of coverage (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor’s Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed, complies with the requirements of Article 5, and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. 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;

7. claims arising out of violation of Laws or Regulations; and

8. claims for damages because of negligent acts, errors and omissions arising out of performing or providing professional services.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.68 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability herein and in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide) and will contain waiver provisions in accordance with Paragraph 5.07;

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.
b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

7. **In the event general liability insurance is provided on a claims-made policy, the retroactive date of such policy shall not be later than the date of the Notice to Proceed or the Effective Date of the Agreement, whichever is earlier. For construction periods extending beyond the expiration date of an initial claims-made policy, the retroactive date of all subsequent claims-made policies shall not be later than the date of the Notice to Proceed.**

C. **The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

1. **Workers' Compensation and related coverage:**

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<thead>
<tr>
<th>Minimum limit of liability</th>
<th>Statutory</th>
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<tbody>
<tr>
<td>Applicable Federal (e.g., Longshoreman's)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000</td>
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</tbody>
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2. **Contractor's General Liability:**

   $1,000,000 per occurrence; $2,000,000 general aggregate; including:
   - Broad Form Property Damage Liability including coverage for acts of terrorism
   - Completed Operations and Product Liability
   - Contractual Liability
   - Independent Contractors
   - Explosion, Collapse & Underground Hazards
   - Personal Injury Coverage, Exclusion Deleted
   - Damage to Rented Premises
   - Medical Expenses

   Pollution Liability (covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Contractor's operations and completed operations maintained for no less than three years after final completion): $1,000,000

   **Excess or Umbrella Liability:** $5,000,000 per occurrence; $5,000,000 general aggregate

3. **Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:**

   Combined Single Limit of $1,000,000 for bodily injury & property damage covering Contractor and any vehicles owned, hired and non-owned by the Contractor
See various sections of the Supplementary Conditions for additional modifications and supplements

4. Professional Liability (E&O for engineers, architects or surveyors): $1,000,000 for each claim with an annual aggregate of at least $2,000,000 if professional services are required under the Specifications

5. Owners Protective Liability: as may be specified in the Supplementary Conditions

D. Any self-insured retention (not allowed for Worker’s Compensation) and/or deductibles must be identified and cannot exceed $100,000 per occurrence without the prior approval of the Owner. Contractor must provide either an audited financial statement to confirm solvency or a letter of credit guaranteeing the $100,000 in case of loss for the duration of the Project and for the Correction Period.

5.05 Owner’s Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations (ongoing and completed) under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner may, in its discretion, purchase and maintain property insurance upon the Work at the Site. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any (subject to such deductible amounts or self-insured retention as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder’s Risk “all-risk” or Special Forms policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following special form perils or causes of loss, including but not limited to: fire, lightning, flood, pollution, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and

7.8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

B. (Not used) Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser’s own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or
causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner’s property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds (Not used)

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with
the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party Owner shall so notify the other party Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other Owner such additional information in respect of insurance provided as the other may be reasonably requested. If either party Contractor does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party Contractor shall notify the other party Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party Owner may elect to obtain equivalent bonds or insurance to protect such other party’s interests at the expense of the party Contractor who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.
6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. Provision of any instructions:

1. will not be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.09; and

2. will not be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 **Substitutes and “Or-Equals”**

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, make or catalogue number, or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

      3) it has a proven record of performance and availability of responsive service.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items:

a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:
   a) perform adequately the functions and achieve the results called for by the general design,
   b) be similar in substance to that specified, and
   c) be suited to the same use as that specified;

2) will state:
   a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time,
   b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
   c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:
   a) all variations of the proposed substitute item from that specified, and
   b) available engineering, sales, maintenance, repair, and replacement services; and
4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer’s sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer’s Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer’s Cost Reimbursement: Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor’s Expense: Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Bidding Requirements or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if the Contractor has submitted a list thereof in accordance with the Bidding Requirements or Supplementary Conditions (which shall be included as an attachment to the Agreement), Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated...
for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

1. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any
such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

2. Such agreement between Contractor and the Subcontractor or Supplier shall specifically include dispute resolution provisions similar to those in Article 16 (if any) and provisions required by Laws and Regulations identified in the various Supplementary Conditions.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

D. At the Owner’s option, Contractor shall defend claims in connection with any alleged infringement of such rights.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.
6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods set forth in Paragraph 3.04. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor’s responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work, except as may be set forth in the Supplementary Conditions.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor’s performance of the Work.

B. **Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. **Loading Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 **Record Documents**

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings and other closeout submittals specified will be delivered to Engineer for Owner.

6.13 **Safety and Protection**

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner’s safety programs, if any. The Supplementary Conditions identify any Owner’s safety programs (if any) and other safety requirements that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor’s safety program with which Owner’s and Engineer’s employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor’s duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
6.16  Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17  Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:
   a. Submit number of copies specified in the General Requirements.
   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:
   a. Submit number of Samples specified in the Specifications.
   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer’s review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer’s Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer’s review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer’s review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1, or for errors or omissions in a Shop Drawing or Sample.
E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than 3 submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.

3. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for its review time unless the need for such change is beyond the control of Contractor.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor’s General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and in accordance with Subcontractor warranties, manufacturers and Suppliers warranties on equipment and material, and extended or special warranties and will not be defective for the correction period specified in 13.07. Owner and Engineer and its their officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor’s warranty and guarantee.

1. Contractor shall obtain and preserve for the benefit of the Owner:

   a. manufacturers’ and Suppliers’ written warranties and guarantees on equipment and material incorporated into the Work;

   b. written warranties and guarantees from each Subcontractor engaged in the performance of the Work; and

2. extended or special warranties.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
See various sections of the Supplementary Conditions for additional modifications and supplements.

2. normal wear and tear under normal usage.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner; or
8. any acceptance by Owner or any failure to do so.

D. Contractor shall prepare and execute a written general warranty and guarantee applicable to the Work reflecting the provisions of this Paragraph 6.19, Article 13 and other applicable provisions of the Contract Documents pertaining to warranties and guarantees, Subcontractor, manufacturers and Supplier warranties and guarantees, and extended or special warranties and guarantees. Contractor shall submit this written general warranty and guarantee in accordance with Article 14 and the General Requirements.

E. Provision of any warranties or guarantees:

1. will not be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.09; and

2. will not be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

D.F. The warranty and guarantee provisions of this Paragraph 6.19 shall be in addition to and not in limitation of any other warranties, guarantees or remedies allowed by Law or required by the Contract Documents.
6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 but only to the extent caused by any negligent or wrongful act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

1. Without limiting the generality of the preceding Paragraph, the Contractor hereby specifically agrees to indemnify, defend, and hold harmless the Owner and Engineer from all such claims, losses or expenses which arise out of injuries of employees of the Contractor or any of its Subcontractors or Suppliers of any tier related to performance of the Work. It is the Owner's intention that all financial risk of injuries related to the Work be borne by the Contractor, and that the Owner have no financial responsibility, direct or indirect, for any such claims.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer’s officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, provided however, that if the claim, cost, loss or damage referred to in this Paragraph 6.20 results from failure of the Engineer to discover a condition, Underground Facilities or object which is underground or otherwise not reasonably observable by the Engineer, and if said failure to discover either was or should have been apparent to the Contractor in that the said condition or object is omitted from the Engineer’s maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, then the Contractor shall be liable for indemnification of the Engineer and Owner under Paragraph 6.20 for claims, costs, losses and damages resulting from said failure to discover unless Contractor shall have notified Engineer of the existence...
See various sections of the Supplementary Conditions for additional modifications and supplements

and location of such condition or object prior to the occurrence of such claims, costs, losses
and damages and in sufficient time for Engineer to have made provisions therefor; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the
injury or damage; or

3. caused by the negligent acts, errors or omissions of any of them.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are
specifically required by the Contract Documents for a portion of the Work or unless such services
are required to carry out Contractor’s responsibilities for construction means, methods,
techniques, sequences and procedures. Contractor shall not be required to provide professional
services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems,
materials or equipment are specifically required of Contractor by the Contract Documents, Owner
and Engineer will specify all performance and design criteria that such services must satisfy.
Contractor shall cause such services or certifications to be provided by a properly licensed
professional, whose signature and seal shall appear on all drawings, calculations, specifications,
certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings
and other submittals related to the Work designed or certified by such professional, if prepared
by others, shall bear such professional’s written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of
the services, certifications or approvals performed by such design professionals, provided Owner
and Engineer have specified to Contractor all performance and design criteria that such services
must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer’s review and approval of design calculations and design
drawings will be only for the limited purpose of checking for conformance with performance and
design criteria given and the design concept expressed in the Contract Documents. Engineer’s
review and approval of Shop Drawings and other submittals (except design calculations and
design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required
by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner’s employees, or
through other direct contracts therefor, or have other work performed by utility owners. If such
other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor’s wrongful actions or inactions.
C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor
   A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer
   A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data
   A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due
   A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests
   A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance
   A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders
   A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals
   A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.
8.09 Limitations on Owner’s Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. **However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.** Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents.

8.12 Compliance with Safety Program

A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 Owner’s Representative

A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
See various sections of the Supplementary Conditions for additional modifications and supplements.

B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions herein, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

B. The Resident Project Representative (RPR) will be Engineer’s employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall perform the following.

1. Schedules: Review the Progress Schedule, schedule of Shop Drawing and Samples submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s authorized representative, to assist in providing information regarding the intent of the Contract Documents.

   b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. **Shop Drawings and Samples:**
   a. Record date of receipt of Samples and approved Shop Drawings.
   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. **Modifications:**
   a. Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, to Engineer.
   b. Transmit to Contractor in writing, decisions as issued by Engineer.

7. **Review of Work and Rejection of Defective Work:**
   a. Conduct onSite observations of Contractor’s Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to Engineer whenever RPR believes that any part of Contractor’s Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. **Inspections, Tests, and System Startups:**
   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner’s personnel, and that Contractor maintains adequate records thereof.
   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. Records:
   a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of Contractor, Subcontractors, and major Suppliers.
   b. Maintain records for use in preparing Project documentation.

10. Reports:
    a. Furnish periodic reports to Engineer as required of progress of the Work and of Contractor’s compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition or conditions that may impede the compliant operation of existing facilities on Site.

11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:
    a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of the Punch List (lists of items to be completed or corrected).
    b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final Punch List (list of items to be completed and deficiencies to be remedied).
    c. Observe whether all items on the final Punch List have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including “or-equal” items.

2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s Work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-Site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part or determine operational protocol that may affect the compliant operation of existing facilities.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.
9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer’s authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer’s authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer’s preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer’s written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer’s decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer’s written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
9.09 Limitations on Engineer’s Authority and Responsibilities

A. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer’s review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

F. Engineer will have no responsibility or authority:

1. To order changes in construction which will result in additional costs or which will require extensions of Contract Times;

2. To suspend all or any portion of Contractor's operations;

3. To terminate all or any portion of the Work;

4. To make final acceptance of all or any portion of the Work; and

5. To operate or maintain any portion of the Work.

9.10 Compliance with Safety Program

A. While at the Site, Engineer’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.
ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner’s correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.
10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor’s responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

A. Engineer’s Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Failure to comply with this notice requirement shall constitute a waiver of the Claim. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant’s last submittal (unless Engineer allows additional time).

C. Engineer’s Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer’s sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
E. Engineer’s written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

G. Contractor shall not have the right to stop performance of the Work pending resolution of a Claim.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and fee shall be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Small tools and manual equipment are not allowable and considered to be included in overhead.

   1) Rentals of construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rates published in current edition of the Rental Rate Blue Book® for construction equipment published by EquipmentWatch® (www.equipmentwatch.com). When Contractor-owned equipment is ordered by Owner or Engineer to be held at standby, equipment rental rates shall be 50% of normal rate. Rental or standby shall not include time that equipment is inoperative because of malfunction or breakdown and shall cease when the use thereof is no longer necessary for the Work. The rental rate shall be determined as follows.

      a) For equipment already on the Project: the monthly prorated rental rate by hourly use.

      b) For equipment not on the Project: most cost effective daily, weekly or monthly rate. 1 month normal use = 176 hours.
d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor’s fee.

2. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. **Contractor’s Fee:** When all the Work is performed on the basis of cost-plus, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 12.01.C.

D. **Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. **Cash Allowances: (Not used)**

1. Contractor agrees that:
   
   a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
   
   b. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. **Owner’s Contingency Allowances:**

1. Contractor agrees that Owner’s a contingency allowance, if any, is for the sole use of Owner to cover estimated anticipated costs for certain items.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by Owner’s contingency allowances, and the Contract Price shall be correspondingly adjusted. **Contractor shall not receive payment for any unused portion of the contingency allowance.**

### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 12.01.C).
C. **Contractor’s Fee:** The Contractor’s fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15\% percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15\% percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the Work;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 **Change of Contract Times**

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.
12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, acts of war or terrorism, or acts of God (force majeure).

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of war or terrorism, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.
13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Except where responsibility for a specific inspection or test is expressly allocated to Owner in the Specifications or by Laws and Regulations, Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor’s expense, unless Contractor has given Engineer timely notice of Contractor’s intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer’s observation and replaced at Contractor’s expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.
13.07  Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor’s use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor and may be deducted from amounts otherwise due the Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work, including materials, equipment and supplies or as defined in manufacturers’ and Suppliers’ warranties (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed and the terms of this Paragraph 13.07 will continue to apply.

E. Contractor’s obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer’s recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner’s evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer’s recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, or immediately in the case of an emergency, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Engineer and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor’s defective Work.
D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer’s observations of the executed Work as an experienced and qualified design professional, and on Engineer’s review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer’s knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer’s opinion to protect Owner from loss because:
   
a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor’s performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens, and provides an indemnity satisfactory to Owner for all claims, costs, losses and damages arising out of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended including liability for liquidated damages and correction of defective work by Owner or others; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use and final testing has been completed in accordance with the General Requirements, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor in the Punchlist as incomplete) using the Notice of Substantial Completion form included in the Contract Documents, submit the Contractor’s written general warranty and guarantee per Paragraph 6.19.D., and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor’s notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion using the Certificate of Substantial Completion included in the Contract Documents. There shall be attached to the certificate a Punch List (tentative list of items to be completed or corrected before final payment). Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner’s objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised Punch List (tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer’s issuing the definitive certificate of Substantial Completion, Engineer’s aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative listPunch List.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

B. Owner may request in writing that Contractor permit Owner to separately operate any part of the Work although it is not substantially complete subject to the following conditions.

1. A copy of such request will be sent to Engineer and, within a reasonable time thereafter. Owner, Contractor and Engineer shall make an inspection of that part of the Work not substantially complete to determine the status of completion and will prepare a Punch List before final payment.
2. If Contractor does not indicate in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the Punch List and will deliver such list to Owner and Contractor, together with a written recommendation as to the division of responsibilities between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work pending final payment.

3. The Engineer’s recommendation and Punch List will become binding upon Owner and Contractor at the time the Owner takes over and separately operates such part of the Work unless otherwise agreed in writing and so informed Engineer.

4. During such separate operation by Owner and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct Punch List and to complete other related Work.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, warranties, updated Contractor’s written general warranty and guarantee per Paragraph 6.19.D if modified, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, and Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.09), Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled;

   e-d. Notice of Completion; and
See various sections of the Supplementary Conditions for additional modifications and supplements.

d-e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer’s Review of Application and Acceptance:

1. If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor’s final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted as detailed on the Notice of Completion. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, 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 Contractor to Engineer with the Application for
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.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor’s continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor’s repeated disregard of the authority of Engineer; or

4. Contractor’s violation in any substantial way of any provisions of the Contract Documents; or

5. Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any Laws and Regulations in effect at such time relating to the bankruptcy or insolvency; or
6. a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any Laws and Regulations in effect at the time relating to bankruptcy or insolvency; or

7. Contractor makes a general assignment for the benefit of creditors; or

8. a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor’s creditors; or

9. Contractor admits in writing its inability to pay its debts generally as they become due.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
E. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all reasonable claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all reasonable court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Subject to the requirements in Paragraph 10.05, Owner and Contractor shall attempt in good faith to resolve all unsettled Claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents ("Disputes") promptly by negotiation, as follows. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

1. Either party may give the other party written notice of any Dispute not resolved.

2. Managers of both parties at levels at least one level above the Project personnel involved in the dispute shall meet at a mutually acceptable time and place within 5 business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute.

3. If the matter has not been resolved within 30 days from the referral of the Dispute to the managers, or if no meeting has taken place within 10 days after such referral, either party may initiate mediation as provided hereinafter.

A.B. Subject to Paragraph 16.01.A, Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B.C. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 Professional Fees and Court Costs Included

A. In any action or proceeding to enforce or interpret any contractual provision or to resolve any conflict or dispute relating to or arising from this Contract, the prevailing party shall be entitled to recover, as part of its claim, award or judgment, reasonable attorneys’ fees and associated costs and expenses, including expenses of engineering, claims and other consultants.

END OF SECTION
See various sections of the Supplementary Conditions for additional modifications and supplements.
SECTION 00 73 10

GENERAL SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. All provisions that are not so amended or supplemented remain in full force and effect unless amended or supplemented in another Section. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in this Section have the meanings stated below, if any, which are applicable to both the singular and plural thereof. The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

This Section may include certain provisions required by Laws and Regulations but does not represent or reflect all applicable provisions and policies or Laws and Regulations and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.

SC-2.05 Before Starting Construction

Pursuant to subparagraph 2.05.A.1 regarding Progress Schedule, do not include weekends in Work hours.

Add the following immediately after Paragraph 2.05.B.

C. Additionally, within 10 days after the Effective Date of the Agreement, Contractor shall submit a Construction Operations Plan incorporating the schedules submitted pursuant to Paragraph 2.05.A and covering the following.

1. Construction methods and sequence of operations
2. Proposed Site access
3. Proposed erosion control measures and proposed measures to minimize impacts to existing vegetation and impacts to water quality in compliance with the General Requirements.

SC-2.07 Initial Acceptance of Schedules

Add the following immediately after subparagraph 2.07.A.4.

5. Contractor’s Construction Operations Plan submitted pursuant to Paragraph 2.05.C. will be acceptable to Engineer if it accurately and reasonably addresses all aspects of the Work.
SC 4.01 Availability of Lands

Pursuant to Paragraph 4.01.A, easements and rights-of-way exist for the Project and are reflected on the Drawings. Documentation is on file with Owner and available upon request.

SC-4.02 Subsurface and Physical Conditions

Pursuant to Paragraph 4.02.A,

1. the following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:

   a. Report dated September 27, 2019 prepared by S., entitled Explorations and Geotechnical Engineering Services Proposed Pump Station Upgrade The Strand Quincy, Massachusetts consisting of 21 pages

      The report contains “technical data” upon which Contractor may rely.

      The “technical data” shall be limited to facts, measurements, field observations, boring logs, soil type and similar data. “Technical data” shall not include opinions regarding suitability of material, dewatering methodologies, soil stability, slope stabilization methods and other opinions or professional judgments.

2. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

   Drawings dated September 20, 2019 prepared by Feldman Land Surveyors.

   All of the information in such drawings constitutes “technical data” on which Contractor may rely.

   The “technical data” shall be limited to facts, measurements, field observations, boring logs, soil type and similar data. “Technical data” shall not include opinions regarding suitability of material, dewatering methodologies, soil stability, slope stabilization methods and other opinions or professional judgments.

3. The reports and drawings identified above are not part of the Contract Documents, but the “technical data” contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference and may be reflected in the Drawings. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

4. Copies of reports and drawings identified above are included as specified in 00 31 00.
SC-4.05 Reference Points

Pursuant to Paragraph 4.05.A, surveys exist for the Project and are reflected on the Drawings. Copies of surveys are included as specified in 00 31 00.

SC-4.06 Hazardous Environmental Conditions at Site

Pursuant to Paragraph 4.06.A,

1. the following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
   
   a. NONE

2. The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:
   
   a. NONE

SC-5.04 Contractor’s Insurance

Pursuant to Paragraph 5.04.A, in addition to the individuals and entities specified in subparagraph 5.04.B.1, include the following as loss payees.

To be determined and coordinated prior to Contract execution.

Pursuant to subparagraph 5.04.C.5, also provide Owner's Protective Liability in the amount of $3,000,000 general aggregate ($1,000,000 per occurrence for bodily injury & property damage).

SC-6.02 Labor; Working Hours

Pursuant to Paragraph 6.02.B, regular working hours for this Project are 7:00 a.m. to 4:00 p.m., Monday through Friday.

SC-6.08 Permits

Pursuant to Paragraph 6.08.A, comply with permit requirements included in Quincy Code of Ordinances, in particular, Chapters 12.08 and 17.36 and Title 15, portions of which are included as attachments to this section. Owner will waive fees associated with road opening and trench permits to be obtained by Contractor.
Add the following immediately after Paragraph 6.08.A.

B. Owner has obtained the Order of Conditions for Work at the Site. The executed Order of Conditions is included as an attachment to this section. The Contractor shall abide by all requirements of this Order of Conditions.

C. All other permits, including local building permit shall be obtained by the Contractor.

D. Contractor shall obtain a work permit from the Department of Conservation and Recreation (DCR) for work in Quincy Shore Drive. Contractor shall be responsible for all fees associated with the permit. See https://www.mass.gov/how-to/applying-for-an-on-line-construction-access-permit-and-notifying-for-a-construction for additional details. The General Conditions for Work on DCR property are included as an attachment. The Contractor shall abide by all requirements of these DCR General Conditions for Work within DCR jurisdiction. A sample DCR permit is also included as an attachment.

SC-6.09 Laws and Regulations

Add the following immediately after Paragraph 6.09.A.

1. The Contractor shall comply with the following included as attachments to this section.
   
   • Applicable sections of the Quincy Code of Ordinances
   • Quincy Zoning Ordinance (Title 17 of the Code of Ordinances)
   • Department of Conservation and Recreation General Conditions – applies to all work in Quincy Shore Drive

SC-6.13 Safety and Protection

Add the following immediately after Paragraph 6.13.B.

1. Contractor shall comply with the following minimum requirements and is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

   • Code of Federal Regulations, Chapter XVII-Occupational Safety and Health Administration (OSHA), Department of Labor, Title 29, Part 1926, Safety and Health Regulations for Construction
   • Hazard Communication Standard 1910.1200 regulated by OSHA, including providing and maintaining Safety Data Sheets, labeling of hazardous substances, and providing required protective equipment and training and instruction to personnel on the Site including Owner and Engineer’s personnel
• OSHA General Industry 1910.146: Permit Required Confined Space Entry
• ANSI/ASSE A10 series of safety construction standards including the "Manual of Accident Prevention in Construction" published by The Associated General Contractors of America
• AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to protection of personnel and equipment under electric lines and construction equipment clearances at overhead electric lines especially during operations using large vehicles

SC-7.01 Related Work at Site

Pursuant to Paragraph 7.01, Owner has not and does not intend to separately contract for other work on the Project at the Site.

SC-8.09 Limitations on Owner’s Responsibilities

Add the following immediately following Paragraph 8.09.A.

B. No officer, member or employee of the City of Quincy or its designees or agents, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any function or responsibilities in the review or approval or the undertaking or carrying out of this Project, shall participate in any decisions relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or associations in which he is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this Contract or proceeds thereof.

SC-14.02 Progress Payments

Add the following language at the end of subparagraph 14.02.C.1.

For the purposes of this Paragraph, “Owner” shall mean “Owner’s approving authorities”.

SC-14.07 Final Payment

Pursuant to Paragraph 14.07.A.2.a., documentation shall include Certificate(s) of Occupancy required for building(s).

Add the following language at the end of subparagraph 14.07.C.1.

For the purposes of this Paragraph, “Owner” shall mean “Owner’s approving authorities”.

GENERAL SUPPLEMENTARY CONDITIONS

WOODARD & CURRAN

00 73 10-5
SC-16 DISPUTE RESOLUTION

Add the following immediately after Paragraph 16.01.D.

16.02 Arbitration

A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraphs 10.05 or 16.01, will be subject to arbitration in accordance with the rules of Construction Industry Rules of the American Arbitration Association, subject to the conditions and limitations of this Paragraph 16.02. This agreement to arbitrate, and any other agreement or consent to arbitrate entered into, will be specifically enforceable under the prevailing Laws of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to this Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30-day period specified in Paragraph 16.01.D, and in all other cases, within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
D. Consolidation shall be by order of the arbitrator(s) in any pending case, or if the arbitrator(s) fail to make an order, a party may apply to a court of competent jurisdiction for such order. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity shall be specifically enforceable in accordance with the Laws of any court having jurisdiction thereof.

E. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

F. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the controlling Laws relating to vacating or modifying an arbitral award.

G. If the parties decline to arbitrate, such Claims, disputes and other matters shall be decided by a court having jurisdiction.

16.03 General

A. The Contractor will require similar dispute resolution provisions in agreements with its Subcontractors and Suppliers.

B. Contractor shall not have the right to stop performance of the Work pending resolution of a Claim or dispute.

C. Notwithstanding any provision contained in this Article or elsewhere in the Contract Documents, the Owner reserves the following rights in connection with Claims and disputes between the Owner and the Contractor:

1. The right to institute legal action against the Contractor in any court of competent jurisdiction in lieu of demanding arbitration pursuant to this Article, in which case the Claims or disputes which are the subject of such action shall be decided by such court, and not by arbitration.

2. The right to obtain from any court of competent jurisdiction a stay of any arbitration instituted by the Contractor, provided that the application for such stay is made before the appointment of the neutral arbitrator in such arbitration, in which case the Claims or disputes which are the subject of such arbitration shall be decided by such court, and not by arbitration.

3. The right to require the Contractor to join as a party in any arbitration between the Owner and the Engineer relating to the Project, in which case the Contractor agrees to be bound by the decision of the arbitrator or arbitrators in such arbitration.
ATTACHMENTS

A. Quincy Code of Ordinances, Chapters 12.08 and 17.36

B. Quincy Code of Ordinances, cover, preface, contents and Quincy Zoning Ordinance June, 2011, contents and website

END OF SECTION
12.08.010 - Streets—Defined.

Whenever the word "street" is used in this title, it shall be understood as meaning to include lanes, alleys, courts, public squares and sidewalks, unless otherwise expressed.

(Prior code Ch. 18, § 1)

12.08.020 - Permit for digging in public ways.

No entity (person, business, utility, government agency) shall dig into or break-up any public street in the city without first having obtained a permit from the commissioner of public works. The permit (hereafter known as a street opening permit) shall be in a form acceptable to the commissioner, consistent with this code and other laws. The commissioner may attach general and specific conditions under which a permit is granted. In all cases, the permit must be signed by the utility or property owner and contractor.

(Ord. 94-226 (part))

12.08.021 - Fees for street opening permits.

A. A one hundred dollar nonrefundable application fee is required.
B. A five hundred dollar, cash or certified check refundable deposit is required and will be held until the municipal contractor completes the permanent patch and payment is received. Interest on retained money is considered to be the property of the municipality. Trenches not inspected due to the failure of the permittee to properly notify the governing authority shall be subject to loss of deposit, and/or repeat of reconstruction procedures.
C. A five thousand dollar performance and payment bond is required for each street opening permit granted. The governing authority may allow a blanket bond commensurate with anticipated permit activity for routine excavators. Under no circumstances will this blanket bond be less than fifty thousand dollars.
D. The contractor must furnish the municipality with a certificate of insurance for general liability in the amount of one million five hundred thousand dollars.

(Ord. 94-226 (part))

12.08.022 - Notification.

A. The designated municipal coordinator of the governing authority shall be notified twenty-four hours before the commencement of any work.
B. Dig safe must be notified.

(Ord. 94-226 (part))

12.08.023 - Construction procedures.

A. The pavement shall be pre-cut and may only be disturbed within the area requiring excavation for repair, replacement or new installation. When the opening occurs within two feet of the curb and/or edge of the hardened surface, the paved area between the excavation and the curb and/or edge must also be removed.

B.
In the backfill process, the backfill shall be comprised of suitable material (subject to approval of the governing authority or his authorized representative). Concrete should be used around all electric and telephone conduit in trenches. Controlled density fill (CDF) may be required. Compaction, (when CDF is not in use) will be executed in six inch layers. Each layer shall be ninety-five percent compacted by mechanical means. When the total surface area of an individual opening in bituminous concrete is less than nine square feet, all backfill material(s) will be placed to within a minimum of six inches of the pavement surface, or the thickness of the original pavement structure, whichever is greater. For individual openings with surface areas of nine square feet and larger, the backfill materials will be installed to within four inches of the pavement surface or the thickness of the existing structure, whichever is greater. "Pavement structure" will incorporate all previous paving materials used above the gravel sub-base, including but not limited to bituminous concrete, cement concrete, cobblestone, macadam, etc.

C. The hardened pavement shall then be cut back and removed six to twelve inches from all sides of the initial excavation to the depth of the original pavement structure, exposing the undisturbed gravel sub-base. Edges will be cut perpendicular to the surrounding surface and have a clean vertical face, particularly in the corners. All structures shall be leveled to the adjacent surfaces. The cut back shall be in straight lines with ninety degree angles at the point(s) of intersection.

D. All surplus and/or unacceptable excavated materials shall be removed from the job site immediately. The excavation site shall be maintained in a clean and safe condition at all times. Sidewalks and streets shall be cleaned and opened to traffic at the end of each working day, unless otherwise authorized by the governing authority. Access to properties are to be maintained. The removal and disposal of materials, including pavement, is the responsibility of the permittee. This shall be achieved in such a manner to minimize interference with pedestrian and vehicular traffic.

E. The permittee shall be liable for the condition of the street and sidewalk openings and protection thereof prior to the temporary repair, and will be held responsible for all damage due to any failure of barricades, barriers, warning signs, lights or steel plates to properly protect the work from traffic, pedestrians or other causes. Other than while work is actually being performed, all open ditches shall be protected by uniform traffic control devices in conformance with the Massachusetts Highway Department Manual. All excavations must be properly secured to insure the safety of the travelling public, and immediately reported to the designated municipal coordinator.

F. Temporary patching shall be performed by a contract representative of the governing authority and shall be the financial responsibility of the permittee. All barricades and/or safety devices shall be immediately removed from the vicinity upon completion of the temporary bituminous patching application.

G. Any improperly prepared excavations, including those left with unacceptable backfill material or insufficient pavement depth, shall be temporarily paved by the municipal contract representative and charged to the refundable deposit of the permittee. The deposit shall immediately replenished to the original amount. At a later date, the trench shall be re-excavated and prepared correctly by the permittee. Under these conditions the permittee may also be subject to permit cancellation, inspection fees, fines, and loss of deposit and bond.

H. All excavations will be required to settle and/or consolidate for a period of time before the contract representative of the governing authority is directed to perform a permanent repair. This term will be defined as a minimum of thirty days when controlled density fill was used as backfill material. Compacted gravel sub-base must experience at least one seasonal
freeze/thaw cycle. The governing authority reserves the right to address any sub-base deficiency within, or adjacent to, the original excavated area with whatever measure deemed effective, during this period. These corrective procedures will be the financial responsibility of the permittee.

I. Immediately after the specified settling and/or consolidation period, all excavations shall be permanently restored by the contract representative for the governing authority. The following procedures shall be strictly adhered to:

1. The infrared process shall be utilized as the primary method of permanent restoration in bituminous concrete surfaces.

2. Temporary asphalt patches installed in cement concrete surfaces shall be re-excavated to the extremities of the square(s) in which the excavation is contained. The finished concrete shall be replaced to the depth, strength, and contour of the original structure. Any concrete surface damaged during construction shall also be replaced in a like manner.

3. All other surfaces, including but not limited to asphalt, brick, grass and wood shall be replaced consistent with the original and in strict accordance with municipal specifications.

The permittee shall also be responsible for any and all necessary appurtenant measures including, but not limited to, complete surface reconstruction, curbing, resetting utility structures, "bar holes," compatible crackfilling, tack coating and infrared integration of pavement. All the required processes shall be determined by a site inspection with an authorized representative of the governing authority. All restoration procedures shall be the financial obligation of the permittee.

J. The permittee shall be responsible for any settlement, sub-base failure and pavement cracks that develop in, or adjacent to, the original excavated area for a period of three years from the date of the final accepted permanent repair or, if controlled density fill is used, for a period of one year from the date of the final accepted permanent repair. Any surface disorder caused by settlement and/or sub-base movement within the general area containing a street or sidewalk opening, shall be addressed by the municipal contract representative, at the direction of the governing authority. All related corrective measures will be charged to the permittee, and the term of obligation will begin again.

K. Excavations opened without the permit may be subject to cancellation and refusal of existing and future permits, and associated fines.

L. Police protection, if required, shall be paid by the permittee either directly or billed by the municipal representative of the municipality and billed directly to the permittee.

M. All surface restorations, bituminous concrete replacements, and permanent repairs will be done by a contract representative of the municipality and billed directly to the permittee.

(Ord. 94-226 (part))

12.08.024 - Billing and collections.

A. The contract representative of the municipality shall bill the permittee for the above mentioned services. All invoices will be paid within thirty days. One past due invoices, a service charge of one and one-half percent per month will be allowed on accounts thirty days past due, provided the rate does not exceed that which is permitted by law, in which case the highest allowable legal rate will apply. Invoices exceeding ninety days shall be paid by the municipality from the refundable deposit and/or bond, at which point the municipality shall fine the permittee that cost plus one hundred dollars per day, and continue to accrue the
service charges on any uncollected monies together with all costs of collection including
attorney's fees.

B. The governing authority reserves the right to assume the billing function, including
assessment and conveyance of reasonable handling charges, as provided by Massachusetts
General Laws.

On ninety days past-due invoices, the municipality will revoke existing and future
permits until payment of such invoices, including all service charges and fines.

If the account is found to be uncollectible, there shall be a lien upon such real estate
in the manner provided in M.G.L. Ch. 40, Sec. 42A to 42F.

(Ord. 94-226 (part))

12.08.030 - Street construction—Safeguarding—Requirements—Fencing and
lighting.

During the progress of any work referred to in the preceding section, the person holding the
permit shall guard the area of such work by a proper fence or railing, and by lights during the
nighttime, subject to the approval of the commissioner of public works.

(Prior code Ch. 18, § 5)

12.08.040 - Street construction—Safeguarding—Police detail required—Cost
liability.

A. Any person, except the commissioner of public works, his agent or servant, receiving a
permit to open, occupy, obstruct, use, dig into or break up any public street of the city, or
portion thereof, in accordance with the provisions of Sections 12.08.020 and 12.08.030, shall
maintain at his or its expense such police officer of the city, but in no event less than one
police officer at each street location designated in each permit required to be issued, as the
chief of police may deem necessary, to avoid, so far as reasonably possible, danger to the
safety of persons and interference with the free circulation of vehicular traffic. For the
purposes of this section, no emergency or like permits shall be issued granting blanket or
similar permission to open, occupy, obstruct, use, dig into or break up more than one
particular or separate street location per permit.

B. Opening Manholes. A person receiving a permit to open a manhole in any public street of the
city shall maintain at his or its expense such police officer of the city as the chief of police
may deem necessary, to avoid, so far as reasonably possible, danger to the safety of
persons and interference with vehicular traffic.

C. Failure to Comply. Failure on the part of any such person to maintain such detail shall be
cause for revocation of such permit, or the closing down of the opening, obstructing, using,
digging into or breaking up of any public street of the city by police officers of the city until
such detail is maintained.

D. Emergency Construction. In the event of an emergency which requires the opening,
obstructing, using, digging into, or breaking up of any public street of or private way in the
city by a person not able to obtain a permit because of the hour, such person shall
immediately notify the officer in charge of Quincy police headquarters in order that the
necessary police officers, but in no event less than one police officer, as designated by said
officer, at each separate street location or place of such opening, obstructing, using, digging
into, or breaking up of such street shall be assigned at the expense of such person.
12.08.050 - Digging near streets—Fencing required—Time limits.

If any person shall dig a cellar, or other cavity in the ground near to or adjoining any street, he shall, so long as the commissioner of public works may require, keep a railing or fence on or near the line of such street sufficient to protect travelers from falling into the place so dug, or being injured thereby.

(Prior code Ch. 18, § 36)

12.08.060 - Obstructing—Depositing trash or debris—Permitted for collection when.

No person shall place or cause to be placed or deposited, upon any street or other public place in this city, merchandise, ashes, shavings, house dirt, filth, offal or rubbish which shall in any way obstruct and disfigure the same; nor suffer his wood and coal to remain unnecessarily on any street. And no person shall place or deposit, or cause to be placed or deposited, any newspaper, circular, card or wastepaper of any kind or description upon any street or other public place in this city. And no person shall saw or split wood, or pile the same on any sidewalk; provided, that ashes or rubbish in suitable containers may be placed in the streets for collection, in such manner and on such days as the commissioner of public works may direct. No person shall place or cause to be placed on the public sidewalk rubbish barrels or rubbish containers fifteen hours before seven a.m. on the date of collections.

(Prior code Ch. 18, § 2)

12.08.070 - Obstructing during construction—Permit required—Requirements—Indemnification of city.

No person, unless authorized by law, shall erect on any street any staging for building, or place thereon any lumber, brick or other building materials, without a written permit from the commissioner of public works. Any person intending to erect or repair any building upon land abutting on a street shall give notice to the commissioner of public works, who may, at the owner's request, set apart such portion of the street as he shall deem expedient for such use. Such person shall, before the expiration of his permit, remove all rubbish, and restore such street, square or park to its former condition, to the satisfaction of the commissioner of public works. Every person so permitted shall, in writing, agree to indemnify the city against all damage or loss to the city, accruing from the doing of any act or thing under such permit, and sureties may be required by the commissioner of public works, and every person who, when so permitted, shall obstruct or render unsafe any public street, shall guard the same by a proper fence or railing, and by lights during the nighttime, subject to the approval of the commissioner of public works. Such permit may be revoked at any time by the commissioner of public works or by the city council.

(Prior code Ch. 18, § 3)

12.08.080 - Obstructing—Signs and awnings—Permission required—Requirements.

No person shall place or maintain over any street any sign, awning, shade or other obstruction, unless permission shall have first been obtained in writing from the commissioner of
public works. All such signs, awnings, shades or other obstructions shall be safely and securely supported. No awning shall be less than seven feet from the ground at its lowest point. All signs, awnings, shades and other obstructions, if built over a sidewalk, shall be of such width as shall be determined by the commissioner of public works.

(Prior code Ch. 18, § 7)

12.08.090 - Obstructing free passage.

No person shall stand, or remain alone, or with or near others, in any street of this city, in such a manner as to obstruct a free passage for passengers therein, or over any footway or sidewalk.

(Prior code Ch. 18, § 8)

12.08.100 - Placing obstructions on flagstones, stepping stones or footwalks.

No person shall place any obstruction of any kind upon any flagstone or stepping stone or other footwalks across any street in this city.

(Prior code Ch. 18, § 9)
17.36.010 - Illumination—Residence districts.

A. In a Residence district, no outdoor decorative or floodlighting shall be permitted except lighting primarily designed to illuminate walks, driveways, parking areas, doorways, outdoor living areas or outdoor recreational facilities, and except temporary holiday lighting, and except decorative floodlighting of institutions, public or historic buildings. Any permanent lighting permitted by the preceding sentence shall be continuous indirect light installed in such a manner that will prevent direct light from shining onto any street or adjacent property. No neon type or exposed illuminated gas tube type light shall be allowed.

(Prior code Ch. 24, § 82)

17.36.020 - Earth removal—Permit required.

No soil, loam, sand, gravel or stone shall be removed from any lot not in public use in the city without first obtaining a special permit from the board of appeals except as exempted in Section 17.36.060.

(Prior code Ch. 24, § 83 (part))

17.36.030 - Earth removal—Permit—Application—Procedures—Contents.

A. Each application for a special permit for earth removal shall be accompanied by a plan, submitted in triplicate, prepared at the expense of the applicant by a registered land surveyor or civil engineer, showing:

1. The existing contours of the land;
2. The contours after completion of the operation;
3. All public roads and private means of vehicular access;
4. Proposed drainage;
5. Any other information as may be required by the board of appeals.

(Prior code Ch. 24, § 83 (part))

17.36.040 - Earth removal—Permit—Conditions and restrictions.

A. In granting a permit hereunder, the board of appeals may impose reasonable conditions and restrictions as it deems to be in the public interest, including, but not limited to:
1. Method of removal;
2. Type and location of temporary structures;
3. Hours of operation;
4. Operations of removal trucks;
5. Area, depth and contours of excavations;
6. Distance of excavation to street and lot lines;
7. Reestablishment of ground lands and grades;
8. Provisions for temporary and permanent drainage;
9. Disposition of boulders and tree stumps;
10. Replacement of loam over the area of removal;
11. Planting of the area to suitable cover;
12. Cleaning, repair and/or resurfacing of streets used in removal activities which have been adversely affected by the removal activity.

(Prior code Ch. 24, § 83 (part))

17.36.050 - Earth removal—Permit—Duration—Renewal—Bond required when.

No permit for removal shall be issued for a period of more than three years, although such a permit may be renewed for additional periods in the same manner. The board of appeals shall require a cash bond or surety company bond to insure compliance with its conditions of authorization unless in a particular case it specifically finds that such security is not warranted and so states in its decision, giving the reason for its finding.

(Prior code Ch. 24, § 83 (part))

17.36.060 - Earth removal—Permit—Exceptions.

Sections 17.36.020 through 17.36.050 shall not apply to the following:

A. The removal of less than ten cubic yards of material in the aggregate in any year from one premise;
B. The transfer of material from one part of a premise to another part of the same premise for immediate use in such other part of the premise;
C. The removal of material necessarily excavated in connection with the lawful construction of a building or structure, driveway, parking area, sidewalk or path incidental to any such building or structure, as indicated on plans and profiles prepared by a registered engineer and approved by the director of inspections;
D.
The removal of material necessarily excavated in connection with the lawful construction of public or private ways as indicated on plans and profiles prepared by a registered engineer and approved by the planning board.

(Ord. 97-337 § 6 (part); prior code Ch. 24, § 83 (part))

17.36.070 - Fencing and screening—Industrial and Business districts—Requirements.

A. Required when — Permitted Types. In an Industrial or Business district, the outdoor storage of goods, products, materials or equipment shall, if visible at normal eye level from any point beyond the boundaries of the premises and less than five hundred feet distant, be screened from such view. Screening, as defined herein, shall be an ornamental lattice, opaque fence, plantings or sight-obscuring screening which shall not be less than six nor more than ten feet high and not less than fifty percent opaque. Plantings shall be at least ten feet in width and contain at least two rows of alternate live deciduous and evergreen trees. Said trees shall not be more than five feet apart, shall have an original planting height of at least six feet, shall be able to attain a height of at least ten feet, and shall be maintained in a healthy growing condition by the property owner. Any existing open storage in any district shall within one year of the effective date of the ordinance codified in this title be properly screened or removed.

B. Adjacent to Residential Districts. Where an Industrial district is located adjacent to a Residence district or a public park or playground and is not separated therefrom by a public way, a compact planting screen as defined in subsection A of this section along the property or lot line adjoining said district boundary shall be provided and maintained by the owners of said premises. Said screening area shall contain no structures or parking or be devoted to any other use or purpose, and shall be maintained in a healthy growing condition by the property owner.

(Prior code Ch. 24, § 84)

17.36.080 - Traffic visibility across corners.

In any district, no structure, fence or sign shall be constructed and no vegetation shall be planted or maintained between a plane two and one-half feet above curb level and a plane ten feet above curb level, so as to interfere with traffic visibility across a corner within that part of the lot which is within a triangle formed by the street lines and a third line joining points on the street lot lines twenty-five feet from their intersection.

(Ord. 1988-6: prior code Ch. 24, § 85)

17.36.090 - Blasting—Permits—Pre-blasting survey—Required—Requirements.

A. Permitted Surveyors. For all permits issued for blasting (rock excavation) in the city, a pre-blast survey must be made by the contractor or by an approved firm in this kind of work and satisfactory to the contractor's insurance company.

B. Requirements.

1. Approval. The pre-blast survey will include a survey of the interior and exterior of existing buildings and stone walls adjacent to the project as specified herein, before any excavation or blasting is done. Written approval must be secured from the fire chief, city engineer and director of inspections serving as the committee on blasting.

2.
Adjacent Area. The adjacent area requiring the pre-blast survey is specified as all buildings and stone walls within a radius of three hundred fifty feet from said blast.

3. Structural Defects. The survey shall record all visible structural defects such as cracks, settlement and lines out of plumb.

(Ord. 97-337 § 6 (part); Ord. 1988-236 (part); prior code Ch. 24, § 87 (part))

17.36.100 - Blasting—Pre-blasting survey—Disposition of survey data.

The survey data shall be recorded in a permanent manner in approved hardbound notebooks. The survey data shall include polaroid photographs showing the building constructions surveyed referenced to the notebook pages. Also a tape recording of all data pertinent to the survey shall be made. The scope and format of the record survey data shall be satisfactory to the committee on blasting. Before commencing any blasting or ledge excavation, copies of the survey must be on file at the offices of the Quincy city engineer and the Quincy city clerk, City Hall, Quincy, MA.

(Ord. 1988-236 (part); prior code Ch. 24, § 87 (part))

17.36.110 - Blasting—Pre-blasting survey—Not required when.

No pre-blasting survey shall be required if blasting is within the following limits: The total charge weight per blast does not exceed five pounds and the maximum weight per delay does not exceed two pounds per delay.

(Ord. 1988-236 (part); prior code Ch. 24, § 87 (part))

17.36.120 - Blasting—Posting of bond—Required when—Amount.

If blasting is designed to excavate more than a ten-cubic-yard area, the contractor must post a bond with the city. The amount of said bond shall be determined by the committee on blasting. The committee on blasting will not release the bond until it is convinced that all judgments and claims have been reasonably dealt with by the contractor.

(Ord. 1988-236 (part); prior code Ch. 24, § 87 (part))

17.36.130 - Blasting—Fire department supervision—Required—Costs.

All blasting is to be supervised on site by an authorized member of the fire department, assigned by the chief, and the cost of said supervision shall be the sole responsibility of the contractor.

(Ord. 1988-236 (part); prior code Ch. 24, § 87 (part))

17.36.140 - Blasting—Violations—Penalties.

Any person who shall violate any of the provisions of Sections 17.36.090 through 17.36.130, as determined by the committee on blasting, or who fails to comply therewith, shall severally, for each and every violation and noncompliance respectively, be liable to a penalty of two hundred dollars for each offense.

(Ord. 1988-236 (part); prior code Ch. 24, § 87 (part))
PREFACE

The Quincy, Massachusetts Municipal Code, originally published by Book Publishing Company in 1992, has been kept current by regular supplementation by Matthew Bender & Company, Inc., its successor in interest.

Beginning in September 2009, Municipal Code Corporation will be keeping this code current by regular supplementation.

During original codification, the ordinances were compiled, edited and indexed by the editorial staff of Book Publishing Company under the direction of Stephen J. McGrath, city solicitor, Joseph P. Shea, city clerk, and John M. Gillis, former city clerk.

The code is organized by subject matter under an expandable three-factor decimal numbering system which is designed to facilitate supplementation without disturbing the numbering...
of existing provisions. Each section number designates, in sequence, the numbers of the Title, chapter, and section. Thus, Section 2.12.040 is Section .040, located in Chapter 2.12 of Title 2. In most instances, sections are numbered by tens (.010, .020, .030, etc.), leaving nine vacant positions between original sections to accommodate future provisions. Similarly, chapters and titles are numbered to provide for internal expansion.

In parentheses following each section is a legislative history identifying the specific sources for the provisions of that section. This legislative history is complemented by an ordinance disposition table, following the text of the code, listing by number all ordinances, their subjects, and where they appear in the codification; and beginning in September 2009, legislation can be tracked using the "Code Comparative Table and Disposition List."

A subject-matter index, with complete cross-referencing, locates specific code provisions by individual section numbers.

This supplement brings the Code up to date through Ordinance ___, passed ___ (Month, Date, Year)___.

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, FL 32310
800-262-2633

HOW TO USE YOUR CODE

This code is organized to make the laws of the city as accessible as possible to city officials, city employees and private citizens. Please take a moment to familiarize yourself with some of the important elements of this code.

Numbering System.

The numbering system is the backbone of a Code of Ordinances; Municipal Code Corporation uses a unique and versatile numbering structure that allows for easy expansion and amendment of this Code. It is based on three tiers, beginning with title, then chapter, and ending with section. Each part is represented in the code section number. For example, Section 2.04.010 is Section .010, in Chapter 2.04 of Title 2.

Title.

A title is a broad category under which ordinances on a related subject are compiled. This code contains about 15 to 20 titles. For example, the first title is Title 1, General Provisions, which may contain ordinances about the general penalty, code adoption and definitions. The titles in this code are separated by tabbed divider pages for quick reference. Some titles are Reserved for later use.

Chapter.

Chapters deal with more specific subjects, and are often derived from one ordinance. All of the chapters on a related subject are grouped in one title. The chapters are numbered so that new chapters which should logically be placed near certain existing chapters can be added at a later
time without renumbering existing material. For example, Chapter 2.06, City Manager, can be added between 2.04, City Council, and Chapter 2.08, City Attorney.

Section.

Each section of the code contains substantive ordinance material. The sections are numbered by "tens" to allow for expansion of the code without renumbering.

Tables of Contents.

There are many tables of contents in this code to assist in locating specific information. At the beginning of the code is the main table of contents listing each title. In addition, each title and chapter has its own table of contents listing the chapters and sections, respectively.

Ordinance History Note.

At the end of each code section, you will find an "ordinance history note," which lists the underlying ordinances for that section. The ordinances are listed by number, section (if applicable) and year. (Example: (Ord. 272 § 1, 1992).)

Beginning in September 2009, a secondary ordinance history note will be appended to affected sections. Ordinance history notes will be amended with the most recent ordinance added to the end. These history notes can be cross referenced to the code comparative table and disposition list appearing at the back of the volume preceding the index.

Statutory References.

The statutory references direct the code user to those portions of the state statutes that are applicable to the laws of the municipality. As the statutes are revised, these references will be updated.

Cross-Reference Table.

When a code is based on an earlier codification, the cross-reference table will help users find older or "prior" code references in the new code. The cross-reference table is located near the end of the code, under the tabbed divider "Tables." This table lists the prior code section in the column labeled "Prior Code Section" and the new code section in the column labeled "Herein."

As of September 2009, this table will no longer be updated.

Ordinance List and Disposition Table.

To find a specific ordinance in the code, turn to the section called "Tables" for the Ordinance List and Disposition Table. This very useful table tells you the status of every ordinance reviewed for inclusion in the code. The table is organized by ordinance number and provides a brief description and the disposition of the ordinance. If the ordinance is codified, the chapter (or chapters) will be indicated. (Example: (2.04, 6.12, 9.04).) If the ordinance is of a temporary nature or deals with subjects not normally codified, such as budgets, taxes, annexations or rezones, the disposition will be "(Special)." If the ordinance is for some reason omitted from the code, usually at the direction of the municipality, the disposition will be "(Not codified)." Other dispositions sometimes used are "(Tabled)," "(Pending)," "(Number Not Used)" or "(Missing)."

Beginning in September 2009, this table will be replaced with the "Code Comparative Table and Disposition List."
Code Comparative Table and Disposition List.

Beginning in September 2009, a Code Comparative Table and Disposition List has been added for use in tracking legislative history. Located in the back of this volume, this table is a chronological listing of each ordinance considered for codification. The Code Comparative Table and Disposition List specifies the ordinance number, adoption date, description of the ordinance and the disposition within the code of each ordinance. By use of the Code Comparative Table and Disposition List, the reader can locate any section of the code as supplemented, and any subsequent ordinance included herein.

Index.

If you are not certain where to look for a particular subject in this code, start with the index. This is an alphabetical multi-tier subject index which uses section numbers as the reference, and cross-references where necessary. Look for the main heading of the subject you need, then the appropriate subheadings:

BUSINESS LICENSE
   See also BUSINESS TAX
   Fee 5.04.030
   Required when 5.04.010

The index will be updated as necessary when the code text is amended.

Instruction Sheet.

Each supplement to the new code will be accompanied by an Instruction Sheet. The Instruction Sheet will tell the code user the date of the most recent supplement and the last ordinance contained in that supplement. It will then list the pages that must be pulled from the code and the new pages that must be inserted. Following these instructions carefully will assure that the code is kept accurate and current. Removed pages should be kept for future reference.

Page Numbers.

When originally published, the pages of this code were consecutively numbered. As of September 2009, when new pages are inserted with amendments, the pages will follow a "Point Numbering System". (Example: 32, 32.1, 32.2, 32.2.1, 32.2.2., 33). Backs of pages that are blank (in codes that are printed double-sided) will be left unnumbered but the number will be "reserved" for later use.

Electronic Submission.

In the interests of accuracy and speed, we encourage you to submit your ordinances electronically if at all possible. We can accept most any file format, including Word, WordPerfect or text files. If you have a choice, we prefer Word, any version. You can send files to us as an e-mail attachment, by FTP, on a diskette or CD-ROM. Electronic files enable us not only to get you your code more quickly but also ensure that it is error-free. Our e-mail address is: ords@municode.com.

For hard copy, send two copies of all ordinances passed to:
Municipal Code Corporation
P.O. Box 2235
Tallahassee, FL 32316
Customer Service.

If you have any questions about this code or our services, please contact Municipal Code Corporation at 1-800-262-2633 or:

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, FL 32310
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Zoning Ordinances

Thank you for visiting the City of Quincy Zoning Ordinance Page. Mayor Koch commissioned the biggest overhaul of the City’s Zoning Code in a generation, and the process was completed in the summer of 2011.

We have divided the zoning code into sections, with links below and on the left sidebar. To access the full .pdf Zoning Ordinance document, click here.

If you have any questions about zoning, please contact Jay Duca, Director of Inspectonal Services, at 617-376-1456, or email him at jduca@quincyma.gov.

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Section Three: Use Regulations
Section Four: Dimensional Regulations
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June 14, 2011

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GENERAL CONDITIONS

A. CONDITION OF PREMISES

1. The Permittee acknowledges that it has made an inspection of the Premises and that the Premises are in a satisfactory condition, suitable for the purposes of this Permit in the Premises’ existing condition and that it has not relied upon representations or statements of the DCR, its officers, employees or agents with respect to these conditions. The Permittee expressly agrees that the DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises. The Permittee acknowledges and agrees for itself and its contractors, subcontractors, officers, servants, agents, employees, representatives and invitees that it accepts the Permitted Area in ‘as is’, ‘where is’ and ‘with all defects’ condition; that DCR is under no obligation to make any repairs, renovations or alterations to the Permitted Area; that DCR has made no representations or warranties regarding the adequacy, operability, safety or fitness of the Permitted Area for any particular purpose or use; and that DCR has made no representations that the Permitted Area complies with applicable laws, ordinances, rules and regulations of government authorities. The Permittee further acknowledges and agrees that entry and activities upon the Permitted Area by the Permittee and its contractors, subcontractors, officers, servants, agents, employees, representatives and invitees shall be at the sole risk and sole expense of the Permittee.

2. At the Permittee’s expense DCR property shall be restored/ returned to its original or better condition, in accordance with standards and specifications of the DCR and this permit.

3. Upon the expiration, termination, or revocation of this Permit, the Permittee shall promptly vacate and surrender the Permitted Area and remove all of its personal property from the Permitted Area. Any property not so removed shall, at the option of DCR and at the sole expense of the Permittee, either become the property of DCR or be removed by DCR and disposed of without any liability in DCR for such removal and disposition.

B. PERMIT TERM

1. The term for the use authorized herein is specified in the Special Conditions, subject to review of the Permittee’s performance and compliance with all terms and conditions of this Permit.

2. All obligations required of the Permittee under the terms of this Permit shall expressly survive the given termination/expiration date until such obligations are completed to the satisfaction of the DCR, unless the DCR has exercised its option to terminate the agreement.

3. If the Permittee is found to be noncompliant with any term and or requirement of this Permit, and does not remedy or cure the noncompliance matter promptly or within a time frame set by DCR, the DCR may immediately revoke this Permit.

C. ADMINISTRATION FEE; RESTORATION, CONSIDERATION; & MITIGATION; [in accordance with 801 CMR 4.02]

1. The Permittee shall pay the Commonwealth a fifty dollar administration/application fee.

2. In addition to the administration fee (C.1. above), and required work. The permittee will compensate DCR for the disruption to the DCR properties including parkway, boulevard, road and/or recreational facilities by doing mitigation and or the payment of Parkway/Roadway Excavation Fee, Sidewalk and Parkland modification fees.

3. See the Special Conditions of this permit for the details of the compensation to DCR for the disruption to the DCR parkway and/or recreational facilities which may include fees or mitigation or a combination of both.

4. If mitigation is allowed as an alternate for the fees, the cost of the mitigation must equal or exceed the Parkway Excavation Fee, Sidewalk and Parkland modification fees: should the mitigation work not exceed the fee amount the difference shall be paid to DCR.

   SEE THE SPECIAL CONDITIONS AND THE PAYMENT TRANSMITTAL INVOICE FOR DETAILS ON FEES, PAYMENT SCHEDULE AND MITIGATION APPROVED FOR THIS PERMIT.

5. Payments, shall be made online or in the form of a money order, cashier’s check or certified bank check payable to the Department of Conservation and Recreation (exclusively), accompanied by a DCR “Payment Transmittal Form,” Exhibit 1 attached to this permit. Indicate your Permit Number on your check, all correspondence and on the mailing envelope; mail to the following address:

   Department of Conservation and Recreation
   Construction Access Permits
   Application or Permit No: _______
   251 Causeway Street, Suite 700
   Boston, Massachusetts 02114
D. REQUIREMENTS

1. The Permittee shall keep a copy of this Permit at the Premises (on site and visible) and shall be solely responsible for maintenance, care, repair or replacement of all work, improvements or installations related to the permitted work placed or situated on the Premises at all times.

2. The Permittee shall be solely responsible for all expenses arising under this Permit.

3. The Permittee will not use any DCR utilities or resources without express permission from DCR. If the Permittee and/or its representative or contractor uses any DCR utilities any expenses associated with that use is the responsibility of the Permittee.

4. The Permittee shall conform to all provisions of state, federal and local laws, rules and regulations applicable to the exercise of the rights and the performance of work under the Permit. Such provisions include, but are not limited to, all health, environmental, noise and sanitary standards and conditions required by Commonwealth of Massachusetts statutes; rules and regulations, including DCR regulations, local bylaws, engineering standards and administrative and executive orders.
   a. Prior to the commencement of any work involving excavation or disturbance of any soils and or vegetation under this Construction / Access Permit:
      i. Dig Safe must be notified for field mark-out of utilities (1-888-DIG-SAFE).
      ii. The Permittee will comply with M.G.L. Chapter 254 requiring approval by the Massachusetts Historical Commission
   b. The Permittee shall adhere to all OSHA Standards for Safety during the construction period.
   c. The Permittee will comply with local noise regulations, exercising care to subject neighborhood abutters to the least amount of noise and vibration pollution during working and non-work hours.

5. All correspondence with the DCR regarding permitted activities should indicate the DCR Construction Permit Number associated with this permit.

6. If the work herein authorized is for a driveway entrance, this Permit is granted and accepted on the condition that if the ownership of the land to which the driveway is appurtenant shall at any time become united with that of any adjoining lot fronting on the roadway and also having an entrance on said roadway, then the DCR may revoke the right to maintain any or all of such entrances and grant a single entrance in place thereof. The entrance hereby granted shall be used only for the Premises shown on the Plan.

7. Within thirty (30) days, after completion of the project or a date specified herein, the Permittee shall submit a Mylar copy and pdf of as-built plan(s) for the Project as it relates to DCR property. This information shall be sent to Construction Access Permits, Department of Conservation & Recreation, 251 Causeway Street, Suite 700, Boston, Massachusetts 02114. In addition to the standard title box the permittee will list/add the DCR Construction Permit Number associated with this permit.

8. Within thirty (30) days, after completion of the project or a date specified by DCR in the Special Conditions, the Permittee shall submit two (2) copies of all final environmental reports generated for the Permittee’s Project related to DCR property if applicable. One (1) copy each of the information will be sent (see Notices and Contacts) to the attention of the Environmental Section Head and the Regional Director.

9. The Permittee shall keep the Premises in a clean and orderly manner at all times.

10. The Permittee shall be solely responsible for ice and snow removal during the winter months and street sweepings during the spring, summer and fall on all DCR property associated with this permit and/or impacted by the permit, per DCR protocol (inclusive of all area where public access is possible, as well as but not limited to all roadways, sidewalks and walking paths), inclusive of any and all associated costs and labor. This responsibility will remain in place until the work area(s) are closed and all obstacles that would interfere with DCR’s regular maintenance are removed, leaving the area unencumbered.
E. INSPECTIONS, ACCESS, AND PERMITS

1. The Permittee shall arrange for inspections by local health officials, utilities engineers, building inspectors and others as may be required.

2. The Permittee shall take prompt action to correct any condition that is found not compliant with any federal, state, or local regulation, code or statute.

3. The Permittee agrees at its own expense, to file for; obtain and comply with all applicable federal, state and local permits, licenses and approvals necessary for the work to be performed which is the subject of this Permit. Failure to obtain any required permits, licenses and or approvals, prior to the commencement of work, or failure to maintain such legal obligations in full effect throughout the term of this Permit shall be cause for revocation of this Permit by the DCR.

4. The DCR shall be provided full and unrestricted access to and upon the Premises at all times during the Term of this Permit to inspect the Premises and to review the operations and inspect the Permittee’s equipment.

5. The permittee shall maintain adequate abutter access at all times.

F. PUBLIC SAFETY

1. The Permittee will hire as many safety and/or law enforcement details, as needed to ensure the general public (including but not exclusive of pedestrian, cyclists, and vehicular traffic) safety at all times during all permitted activities on and near the Premises. Advanced notice of starting work shall be provided to the appropriate authority.
   
   a. For vehicle traffic management and public safety, in and/or on DCR property excluding parkways, boulevards, skating rinks, and or water sheds, the Permittee shall contact and hire as many Environmental Police Officers, as needed to ensure the safety of park users at all times.

   b. For vehicle traffic management and public safety, in and/or on DCR Parkways, Boulevards, skating rinks, and or state water sheds the Permittee shall hire as many Massachusetts State Trooper details as necessary to ensure the public safety at all times during all activities on and/or near the Premises.

   c. For work inside DCR Parks excluding motor vehicle traffic management on Chapter 90 Roadways (parkways and public ways), the Permittee may hire Park Rangers, to ensure the wellbeing of the public in low use situations, within the confines of the park (i.e. playing fields, bike-paths, parking lots, gardens etc.).

   d. For projects impacting both DCR property and municipal roadways, for safety and/or traffic management on the municipal roadways the Permittee may hire as many local safety and/or law enforcement details, or certified flagmen as needed to ensure public safety.

2. The Permittee shall barricade excavations with safety fencing and reflectorized drums with “Type A” flashers to guide personnel and eliminate free access to the work area on, in, or near the Premises. All flashers and “steady-burn” lights on drums must be in good working order. From dusk through dawn, the Permittee shall place sufficient working lights to protect the public from injury or damage.

3. Signage indicating the name of the Permittee, and including contact names and telephone numbers shall be on the premises (permitted work site) in plain view or erected during the duration of the Project.
   
   a. Additional signage may be required by DCR; See Notice paragraph 2 and the Special Conditions.

G. RESTORATION OF PREMISES

1. See Special Conditions for additional information specific to this permit.

2. At the Permittee’s sole expense, DCR property shall be restored/returned to its original or better condition, or otherwise improved in accordance with this permit, and in accordance with standards and specifications of the DCR. The Permittee is responsible for repairing, replacing and restoring any and all damage to the DCR real or personal property, its infrastructure improvements and appurtenances, or any other property of third-parties, caused or necessitated by the Permittee by operation of this Permit, regardless of whether such damage occurs within or without the layout of the Premises itself.
a. Any/all DCR utilities (storm drainage, electrical services, plumbing, sprinklers, sanitary services, dam and flood control structures, traffic signals and/or street lighting) worked on, damaged or altered (installation, change, relocation, modification, or adjustment) shall be replaced by the Permittee at their expense, unless specifically addressed in this permit.

b. Temporary service for the impacted utility shall be provided by the Permittee. The Permittee must provide adequate and safe services.

c. Temporary operating expenses for the impacted utility starting at the time of the disruption and/or installation, through DCR acceptance shall be the responsibility of the Permittee.

d. All utilities/equipment shall be replaced or reinstalled to working order by the Permittee at their expense unless specifically addressed in this permit or its attachments.

e. The appropriate DCR section chief, engineer and/or designee shall with assessment review and consultation, determine if the part(s)/fixture(s) may be reused and/or replaced. If the part(s)/fixture(s) need to be replaced, DCR shall supply the specifications.

f. All DCR utilities worked on by the Permittee shall be reviewed and/or inspected by DCR prior to acceptance.

3. Abandonment of existing underground utilities, pipes, chambers, etc.: The Permittee, its agents, contractor or representative shall take all appropriate measures to properly close, fill and cap all underground structure(s) to guard against future sinkholes and eliminate the possibility of future collapse of these abandoned structures. Pipe abandonment under DCR owned or controlled property shall be managed as follows:

a. Located under DCR roadways: All pipes, underground utilities, chambers etc. that are under the roadway must be completely filled with grout or high slump 500 psi concrete and abandoned in place.

b. Not located under DCR roadways: All pipes, underground utilities, chambers etc. that are 18-in. in diameter or greater must be completely filled with grout or high slump 500 psi concrete and abandoned in place. (Specification §.02650, ¶ 3.01 D.3).

c. All pipes that are less than 18-in. in diameter shall be securely plugged with brick, mortar, concrete and/or masonry plugs in both ends at least 12-in. thick and abandoned in place.

4. Any and all parkways, boulevards, roadways, parking areas and/or driveways repairs including trench patches that remain in place for one year or longer will be reviewed by the Permittee and the DCR annually, until such time as the road is permanently repaved from curb to curb. Should the patch fail or prove to be inadequate, the Permittee will be responsible for removal and restoration of the failing area.

5. All opening(s) shall be covered by steel plates when not in use. The Permittee shall not use steel plates that are vulnerable to flexing, or lateral movement due to vehicular traffic. Where any gaps exist between the plate and the roadway surface, “cold-patch” asphalt mix shall be used to fill those voids.

6. In non-trench areas of roadways or sidewalks requiring repairs, the subgrade material shall be Massachusetts Department of Transportation – Highway Division (hereinafter MassDOT -HD) “Type C” Gravel (2” maximum aggregate size) and it shall be mechanically compacted in six-inch (6”) lifts.

7. Pavement trimming: Only saw cutting (without overcuts) shall be allowed as a means of creating the final, permanent edge between existing and new hot-mix asphalt or cement concrete on any roadway or sidewalk. All accidental overcuts shall be filled with bituminous joint sealer. The standard “cutback” for all permanent pavement patches shall be twenty-four inches (24”) beyond the original pavement cuts made to perform the work allowed by this permit. If curbing does not allow for twenty-four inches (24”), then the face of the curbing will serve as the edge of the permanent pavement patch.

8. Controlled-density fill (hereinafter the CDF) shall be used for backfilling trenches made in roadway or sidewalk pavement. The CDF shall conform to MassDOT -“Type 2E,” “Flowable and Excavatable.” (If the Permittee needs to use backfill materials with higher strength characteristics than MassDOT -“Type 2E” CDF, then the Permittee can request a waiver from the DCR to substitute that higher strength backfill.)

a. The Permittee shall place the CDF so as to allow enough room for a depth of pavement replacement that matches existing pavement thickness
b. The Permittee is responsible for allowing sufficient curing time for the CDF prior to installing pavement material. The Permittee shall exercise extra caution in areas of high water table.

9. If the Permittee cannot use MassDOT "Type 2E" CDF, trenches and other excavations shall be back-filled with DCR-approved gravel. The use of previously excavated material as backfill is acceptable, providing that the previously excavated material is suitable for sub-base with no stones larger than 3" in diameter, and is free of all clays and organic matter. However, immediately below any sidewalk or roadway surface, there must be a minimum of twelve inches (12") of clean gravel borrow (MassDOT #M1.03.0 – Type “C” two-inch [2"] maximum stone size) for the sub-base.

10. All sub-base shall be mechanically compacted in six-inch (6") lifts to ninety-five percent (95%) compaction, as tested by nuclear compaction equipment, and verified by the DCR on site.

11. The permanent pavement patch of bituminous concrete for roadway sections shall consist of the following minimum measurements: four inch (4") base, two inch (2") binder, one and three-quarter inch (1-3/4") of “State Top” (one-half-inch (1/2") stone size) top course. Pavement replacement thickness must match the existing pavement thickness, or conform to Figure #1 “TYPICAL ROADWAY TRENCH REPAIR” whichever pavement depth is deeper.

12. All mixes shall conform to MassDOT “Type I” mixes: Base, Binder, “State Top” [with one-half inch (1/2") stone size] for roadway use & “Dense Top” [with three-eighths inch (3/8") stone size] for sidewalk use. The permanent hot-mix asphalt patch shall extend over the original trench cut, and act as a “bridge” twenty-four inches (24’). All hot-mix asphalt surfaces (vertical and horizontal) shall be coated with emulsion tack coat immediately prior to placing any new hot-mix asphalt layer.

13. The Permittee shall be responsible for the adequacy and performance of the trench pavement patch (roadway and/or sidewalk) and restoration of all affected curbing in the work zone. DCR reserves the right to have the trench patches repaired or replaced completely and curbing reset at the expense of the applicant as a result of incomplete or inadequate work by the Permittee.

14. All pavement markings removed and/or damaged during the course of construction must be replaced with markings matching the configuration, color, width and type (thermoplastic, paint, etc.) of the markings removed.

15. Any sidewalk replacement shall conform to the most recent Americans with Disabilities Act (hereinafter the ADA) or Architectural Access Board (hereinafter the AAB) handicapped accessibility standards, whichever is more stringent.

16. Any fine-grading of subgrade soils required before sidewalk installation shall be accomplished with MassDOT -M1.03.0 “Type C” Gravel Borrow (two-inch (2") maximum stone size).

17. Any sidewalk damaged must be replaced with a material matching the existing sidewalk surface (hot-mix asphalt or cement concrete), and the replacement shall conform with the following:
   a. The limits of the sidewalk repair shall include the entire work area and extend to the nearest sidewalk control joint. Sawcuts shall be made along those joints and only full, complete concrete sidewalk panels shall be removed. All demolished concrete walkways shall be removed from the DCR property and legally disposed of off-site.
   b. All cement concrete sidewalk shall contain welded wire mesh. Welded wire mesh for cement concrete walks must meet ASTM Specification A185 and be 6 gauge wire with six-inch by six-inch (6" x 6") squares. Only sheet mesh shall be permitted (no rolls). The mesh must be installed at mid-depth in the slab and rest on reinforcement "chairs” or cement concrete bricks spaced at 36” maximum in every direction to keep the mesh from deforming during cement concrete placement.

18. For all edgestone/curbing being reset or replaced, on both the front and back of the curbing/edgestone, 2,000 p.s.i. cement concrete (with a six-inch by six-inch (6” x 6”)) profile) shall be installed for the entire length of the curbing/edgestone being reset or replaced, and the top surface of both the front and back sections of this cement concrete shall be one and three-quarter inches (1 ¾”) lower than the finished roadway elevation.
Detectable warning panels are required for any pedestrian ramp. The detectable warning panels for cement concrete pedestrian ramps shall be “brick-colored” and “safety yellow” for hot-mix asphalt pedestrian ramps. Exceptions to this are possible with the prior approval of DCR’s Chief Engineer, if, for example, the Permittee is trying to match the color of existing nearby pedestrian ramp warning panels. This work must be MUTCD, ADA and AAB compliant.

a. Detectable warning panels can be precast concrete, cast-in-place concrete or other suitable material permanently applied to the ramp.

H. TRAFFIC MANAGEMENT

1. Traffic Management, including both Vehicle and Pedestrian management; the Permittee must provide safe passage to the public including but not limited to motorists, cyclists, pedestrians, workers, and others affected by the Permittee activities and are the sole responsibility of the Permittee.

2. The Permittee assumes full liability and responsibility for Traffic Management, and shall plan for traffic control on a case by case basis to adjust for the varying conditions among work locations in cooperation with the detail officer.

3. All work done on DCR roadways must conform to the 2009 U.S. Department of Transportation, Federal Highway Administration’s Manual on Uniform Travel Control Devices Guidelines (“MUTCD”) and the April 28th 2009 Governors Executive Order 511. Including recently updated Federal Regulations (the FHWA’s Rule on Work Zone Safety and Mobility) emphasize the importance of providing safe work areas for motorists, workers, and others affected by the maintenance/ utility/ construction activities; whenever the need is indicated the permittee should expand or improve traffic controls.

4. For additional and permit specific Traffic Management requirements see the Special Conditions.

5. Without limiting any of Permittee's obligations under this or any other Section of this Permit, the Permittee is responsible for proper Traffic Management, including the planning and installation of temporary traffic controls in maintenance, utility, or construction work areas, including, but not limited to, responsibility for ensuring that the pedestrian and vehicular safety is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.

6. The Permittee shall submit a site specific Traffic and Pedestrian Management Plan stamped by P.E. (hereinafter the TMP) for DCR’s review, comment, and subsequent approval.

7. The site specific TRAFFIC MANAGEMENT PLANS DCR approved will be strictly adhered to during field operations. (see the Special Conditions, Item H for Approved Plan)

a. At the discretion of the DCR Chief Engineer or his designee, all TMPs must be prepared and stamped by a Massachusetts Licensed Engineer, specializing in traffic management.

b. The Permittee will notify and coordinate with the District Manager, the facility supervisor and / or the Regional Engineer regarding the TMP, as listed in the Special Conditions and/or Notices and Contacts Section of this Permit.

c. Any subsequent changes to the approved plan (See the Special Conditions, item H) by any party other than DCR must be resubmitted to DCR and are subject to DCR's review and subsequent approval before any construction activities may commence.

d. The TMP will be followed and precautions will be taken to protect the public, the environment and any cultural resource in the area.

8. If the work associated with this Permit potentially impacts other parties, the contractor/ permittee is responsible for notification, and cooperative coordination with all parties, (including but not exclusive of DCR, contractors and representatives, Federal, State and local entities; police fire and ambulance, public transportation and utilities) working in the permitted locations. The coordination is to assure such that all disruptions of vehicular and/or pedestrian traffic is minimized.
a. If this is not done to the satisfaction of DCR this permit will be revoked by a DCR representative during field operations and all associated work will stop until the deficiencies are resolved to the satisfaction of DCR traffic and or permit engineers.

9. In order to reduce the effects on the public who use the DCR’s recreational areas, parks, campgrounds, parkways, boulevards and/or roadways, the Permittee will minimize construction work during peak use periods.


11. The Permittee will leave sidewalk areas clear and open to permit unimpeeded pedestrian traffic passage at all times during construction. A minimum of three feet (3’) clearance will be maintained to permit public access to alternate passage by the affected portion of the Premises.

12. All deliveries shall be made in such a manner as to have the least negative impact on the visiting public, the Premises and the environment.

I. ENVIRONMENTAL IMPACTS AND REPORTING

1. Prior to any construction work for a project in or adjacent to an environmentally sensitive resource area(s), the Permittee will contact appropriate Federal, State, and local agencies and or authorities, obtain any licenses, permits and or Certificates necessary and will comply with all applicable laws, rules and regulations. The Permittee will supply copies of all applicable documentation to DCR when applying for this permit, and or as they are granted, including but not limited to:
   a. Executive Office of Energy and Environmental Affairs, Offices of Massachusetts Environmental Policy Act and Coastal Zone Management
   b. The Massachusetts Department of Fish and Game regarding wildlife and/or plant impacts.
   c. MassGIS data on any Priority Habitat of Rare Species.
   d. The Massachusetts Department of Environmental Protection’s Wetland, Waterways, and Water Management Sections
      i. During all construction phases the Permittee will minimize any potential impacts to flora, fauna and natural resources and habitats on, in, or near the Premises; including the preparation and execution of a management plan for resource protection, erosion and sedimentation control, to minimize the potential impacts to environmentally sensitive resources.
      ii. Special care will be used when permitted work area borders wetlands or waterways resource area(s), including but not limited to installation and maintenance of staked “salt hay” straw bales and silt fences to prevent sediment erosion and siltation from entering resource areas, and protect adjacent resources in accordance with the management plan. Erosion control measures will be in place prior to the start of any earthwork. The Permittee is responsible for inspecting all control measures twice weekly and after every rainfall event, and will maintain the erosion controls such that they operate properly. All erosion control measures will be maintained throughout the construction season until slopes have been stabilized and will be removed upon completion of the project, or stabilization of the area, whichever is last. All silt collected shall be removed and properly managed before the fences and straw bales are removed.

2. This permit in NO way should be construed as approval of any other applicable permits, notices or findings issued by Federal, State, and local agencies and/or authorities including but not limited to the Massachusetts Department of Fish and Game, and the Department of Environmental Protection.

3. The Permittee shall protect and maintain drainage and other structures against damage.
   a. Any drainage structures damaged or altered will be replaced by the Permittee at their expense. All catch basins should be deep-sump unless utilities or site conditions interfere with the installation, as determined by DCR storm water engineer(s).
   b. Absolutely no bitumen, asphalt, concrete or brick debris shall be dumped into drainage structures during the construction period. All storm water structures within the limits of work shall be
cleaned prior to the conclusion of the project. This work shall include removing any accumulated dirt, refuse and other debris from each structure, including the gutter mouth of curb inlets. All removed materials shall be properly handled and transported to an approved disposal facility. The Permittee shall incur all cleanup costs.

c. For NPDES MS4 requirements, the following activities shall continue throughout the construction period:
   i. Street Sweeping
   ii. Catch Basin Cleaning

d. If applicable, construction projects shall provide the DCR Storm Water Manager, Robert Lowell with a copy of the Storm Water Pollution Prevention Plan for the site.

e. If applicable, construction projects shall provide the DCR Storm Water Manager, Robert Lowell with a copy of site dewatering permits.

4. The Permittee shall protect and maintain all existing trees against damage.
   a. If applicable, air excavation tools shall be used on DCR property to ensure tree root protection within the drip line. (ref: Special Conditions)
   b. If applicable, a Certified Arborist shall be required on-site during excavations that are located within the drip line. (ref: Special Conditions)

5. Should the permitted work area be located adjacent to an environmentally sensitive area (i.e. wetlands, protected habitat, waterway, and/or coastal shoreline), the Permittee shall notify the DCR Landscape Architect and/or DCR Ecologist, (see Notices and Contacts) a minimum of seventy-two (72) hours prior to any tree or shrub removal. (see Notices and Contacts).
   a. Should the Permittee disturb any vegetation, the disturbed areas will, upon DCR’s approval, be filled, groomed, and planted with native vegetation to blend in with the natural landscape at or before 95% project completion.
   b. The Permittee will monitor the areas of replaced vegetation to make sure that they are established. If the vegetation dies, the Permittee will consult with DCR Landscape Architect (see Notices and Contacts) to work out replacement details.

6. The Permittee will minimize the impact on trees and shrubs on, in and near the Premises.
   a. The Permittee will remove and replace trees and shrubs only if absolutely necessary to the integrity of the construction and only if such removal is approved by DCR Landscape Architect prior to start of construction.
   b. Any tree removed, damaged and or distressed by the proximity of the construction allowed by this permit will be replaced and warranted for two (2) years at the permittee’s cost.
   c. A second notice will be made to the DCR Landscape Architect (see Notices and Contacts) a minimum of 72 hours before any tree is removed.
      i. If the removal of a tree is approved, the Permittee is responsible for disposal/elimination of all associated vegetation materials, above and below ground including but not exclusive of leaves, branches, trunk, and the stump, and restoration of the area.
   d. In locations where tree removal/loss are unavoidable, the specific field placement of replacement vegetation will be at a location(s) as directed by DCR; planting locations may include areas outside the permit premises.
   e. The Permittee will replace all trees removed for construction, the replacement will be based on caliper inch removed and/or cash equivalent. DCR’s Landscape Architect and or designee will have the choice of species, size and location;
      i. One caliper inch (1”) for every caliper inch of lost/removed trees in suburban areas, as deemed practical by DCR.
ii. Two caliper inches (2”) for every caliper inch of lost/removed trees in **urban areas**, as deemed practical by DCR.

iii. Any deficiency to the total required replacement caliper inch(es) shall be paid as restitution to the Conservation Trust and Urban Parks Trust Fund. (See the Special Conditions for details).

f. All replacement trees shall be tagged at the approved nursery by the DCR Landscape Architect, before being shipped to the work site.

g. All replacement trees shall be planted by an approved Landscape Contractor, supervised by a Massachusetts Certified Arborist and by standard arboricultural practices. They will be planted within the planting season during which the work is completed. If this cannot be done, planting shall be done in the next planting season. Planting seasons are April 1 through June 15 and September 15 through October 31.

J. OPERATING SCHEDULE

1. DCR roadways shall not be occupied between the hours of 6:30 a.m. and 9:30 a.m. and the hours of 3:30 p.m. and 6:30 p.m. Monday through Friday, or as otherwise described in the Special Conditions. This provision includes time for the placements of traffic equipment to set up the Traffic Management Plan.

2. The Permittee shall shut down all work at 12:00 p.m. (noon) on the eve of major holidays, which include Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year’s Day or as otherwise described in the Special Conditions.

3. During periods of closing due to inclement weather or any other cause not within the control of the DCR, all other obligations of the Permittee shall not be waived. The DCR shall not be responsible for any costs incurred or revenue lost due to closing or re-opening of facilities or roadways under the provisions of this section.

4. Should a Special Event occur on the premises during the active duration of this permit, the Permittee will minimize any impacts on the park patrons. Any permitted work on DCR properties associated with the special event location, will cease and or shutdown at 10:00 p.m. prior to the start of the special event permit, and shall only resume after the area impacted by the special event has been cleared, cleaned and maintained.

K. TAXPAYER IDENTIFICATION NUMBER

1. Upon request by DCR, the Permittee shall remit to the DCR a Department of Revenue Certification of Good Standing; complete and remit a Taxpayer Identification Number and/or a Certification (Massachusetts Substitute W-9 Form) prior to the execution of this Permit. (as noted in the Special Conditions)

L. RISK OF OPERATION AND INDEMNIFICATION

1. The Permittee shall assume all risk in connection with any and all activities engaged in on the Premises, and shall be solely responsible and answerable in damages and any other remedies for all accidents or injuries to all persons or property caused by the Permittee and/or its contractors, agents, representatives, employees, licensees, guests and invitees.

2. The Permittee shall be responsible for the security of the Premises and the protection of the assets and property of the DCR. The Commonwealth shall not be responsible for property of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees.

3. The Permittee shall agree to defend, hold harmless, and indemnify the Commonwealth of Massachusetts, the DCR, and its agents, officers and employees from any claims regardless of fault, arising out of any violation of any law, ordinance or regulation affecting the activities authorized herein by this Permit, from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the Permittee’s activities on the Premises, including claims arising from the intentional, reckless or negligent acts or omissions of the Permittee, its contractors, agents, representatives, employees, Permittee’s, licensees, guests and invitees,
as authorized under this Permit and claims arising from the Permittee’s failure to provide adequate security on the Premises.

4. The Permittee shall not make any claims against the Commonwealth or the DCR for any injury, loss, or damage to persons, including bodily injury or death, or damage to property or costs or liabilities arising out of or in connection with this Permit, the obligations thereunder and the Permitted Uses, such as without limitation response actions engaged in or required under law or this Permit, including any acts or omissions of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, except for claims arising solely from the reckless conduct of the DCR.

5. The Permittee shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Permit.

6. The risk of loss resulting from any natural weather phenomena or occurrences remains with the Permittee.
   a. Compensation due to the DCR shall not be reduced or abated in any manner due to natural weather phenomena or other occurrences.

M. INSURANCE

1. The Permittee, its employees, contractors or agents shall hold the appropriate valid license(s) as required by law to perform the construction work associated with this Permit for the duration of the Permit.

2. The Permittee and or their contractor shall carry insurance in the types and amounts as described in this section of the Permit at its own expense.

3. The Permittee shall maintain said policies for the full Term of this Construction permit. Failure to maintain insurance coverage shall be deemed a material breach of the Permittee’s duties under this Construction permit.

4. If the Permittee’s insurance provisions, terms, and coverage, are amended, changed, suspended, expired or cancelled in any fashion, the Permittee shall, to the extent practicable, provide DCR with at least 30 days advance notice thereof.

5. The Permittee shall furnish Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth. Said Certificates of Insurance upon request must be provided for review and approval to the address listed below anytime up to the expiration of the Permit.

   Department of Conservation and Recreation

   Construction Access Permits

   Permit No: _______

   251 Causeway Street, Suite 700

   Boston, Massachusetts 02114

6. Failure to furnish said Certificates of Insurance and/or policies shall be deemed a material breach of the Permittee’s duties under this Permit but in no way shall release Permittee of its obligations herein.

7. The Commonwealth of Massachusetts, including its DCR, shall be named as an additional insured on all policies specified herein, except that in regard to section M.12 the Commonwealth shall be named as an additional insured only on the contractors pollution liability portion of the professional/contractors pollution liability policies per policy endorsements.

8. General Liability: The Permittee shall carry General Liability Insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 in the aggregate.

9. Public/Products Liability Insurance. The Permittee shall carry public liability insurance as to third persons, and products liability insurance against claims based upon the services provided, in the minimum amount of One Million Dollars ($1,000,000) in the event of death or injury to one individual, and a minimum of Two Million Dollars ($2,000,000) in the event of death or injury to more than one individual, or such other amounts of liability insurance coverage the DCR shall reasonably require from time to time.
10. **Fire and Casualty Insurance.** The Permittee and or their contractor shall carry fire and casualty liability insurance in a minimum amount equal to the fair market value of the structure(s) located upon the Premises, if required by DCR.

11. **Professional/Environmental Impairment Liability Insurance:** Unless specifically excluded in writing in the Special Conditions of this Permit, the Permittee shall carry, or shall cause its contractor to carry, Environmental Impairment Liability Insurance, and shall cause its consultants to carry Professional Liability Insurance, that includes coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Permittee or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of one million dollars ($1,000,000) for each claim and three million dollars ($3,000,000) in the aggregate. Coverage includes claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions section, said Professional Liability and Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this Permit and for at least three (3) years after the expiration of the Term.

12. **Automobile Bodily Injury and Property Damage Liability Insurance** in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

13. If the Permittee’s and/or their contractor’s insurance provisions, terms, coverage, etc. are amended, changed, suspended, expired or cancelled in any fashion, the Permittee must notify the DCR verbally immediately and shall notify the DCR in writing within five (5) business days.

N. **HAZARDS ~ PHYSICAL, ENVIRONMENTAL AND CHEMICAL**

1. The Permittee shall periodically inspect all areas used by the public in and around the Premises for the presence of unsafe or hazardous conditions and shall promptly remedy such conditions when found and shall promptly report the conditions to the DCR. The Permittee shall develop an accident reporting system and shall ensure that all employees understand and comply with said system. The Permittee shall make and preserve records of all accidents, emergencies and administration of medical aid on the Premises.

2. The Permittee shall immediately verbally notify DCR of any injuries, property damage or related incidents that occur on the Premises and shall provide written notice to the DCR Regional Engineer within five (5) calendar days of said incident. The written notice shall provide a detailed account of the incident, including, but not limited to, the nature of the incident, the names of any individuals involved and the names of any and all witnesses, all phone numbers, addresses, and contact information of affected individuals and witnesses, and the names of any agencies (federal, state, and/or local) that responded to the incident.

3. If the Permittee is notified by any regulatory agency having authority over the Premises that the Premises operations are in violation of an applicable rule, regulation or statute, the Permittee shall take immediate action to cure said violation. If the Permittee fails to take prompt remedial measures, the DCR may suspend the operations on any part or all of the Premises.

4. The Permittee shall not release, discharge or similarly dispose of hazardous substances, chemicals or materials.

5. Without limiting any of Permittee's obligations under this or any other Section of this Permit, Permittee agrees that it shall not cause any hazardous materials to be used, (with the exception of oil and other petroleum products contained within and necessary for the equipment utilized during the Permitted Uses), generated, stored or disposed of on, under or about, or transported to, from or through the Premises, except for soil, groundwater or any other material originating on the Premises and removed from the Premises by Permittee as required for the Permitted Uses (e.g., drill cuttings and soil samples, and excavated soil). Permittee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.
6. If Permittee’s use of the Premises results in the need for a further response action under applicable environmental laws (other than the c. 21E response actions being undertaken as described in the Scope of Work), the Permittee shall give immediate telephone notice to DCR by calling the Environmental Section Head, Robert Lowell at (617) 626-1340. Without limiting any other provision of this Permit, completion of any such response action shall be the sole responsibility of the Permittee, shall be performed in accordance with applicable environmental laws at Permittee’s sole expense, and shall not be performed without the prior approval of DCR unless an emergency situation exists and approval cannot be obtained. DCR reserves the right to supervise Permittee’s contractor(s) implementing any such response action, and all submittals required to be made to any regulatory agency must be reviewed and approved by DCR.

7. For the purposes of this Permit, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous wastes", "hazardous materials", "oil" or "asbestos" in any federal or state statute concerning hazardous substances, wastes or materials now or hereafter enacted, including all regulations adopted or publications promulgated hereunder.

8. Pesticide applications may be allowed with written permission by DCR. If allowed, only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on the Premises. Label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and disposal of excess materials and containers. Any and all applicators shall be duly licensed by the Commonwealth and the U.S. Environmental Protection Agency. Use of said materials must have prior authorization from DCR.

9. The Permittee assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during the Permittee’s work or activities under this permit to the extent such evaluation, assessment or remediation is required for Permittee’s work, or (2) resulting from Permittee’s work or activities under this permit. Permittee shall notify DCR of any such assessment and remediation activities for review and approval of proposed activities; except for emergency containment. The Permittee is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area.

10. In the event the Permittee learns of any release of oil or hazardous material or any other emergency within or from the Permitted Area, in addition to providing any regulatory notice required by any local, state or federal law or regulation, the Permittee shall provide notice of any such release or other emergency to DCR as soon as practicable thereafter, but not more than three (3) hours following any such release or emergency. Notice shall be given orally by telephone to the DCR Operations Control Center at (617) 946-3150. In the case of a release or other environmental emergency, notice must also be given in writing within twelve (12) hours, please indicate your Permit Number on all correspondence and on the mailing envelope and deposit in the United States mail; certified, return receipt requested, postage prepaid to:

   Department of Conservation and Recreation
   21 Causeway St., Suite 700
   Boston, MA 02114
   ATTN: Robert Lowell

11. In the event that the Permittee may impact contaminated soil and/or groundwater through permitted activities, the result may require site characterization under the supervision of a Licensed Site Professional (LSP). In this instance, the Permittee shall cease work and obtain from the Massachusetts Department of Environmental Protection (MassDEP) a written approval of a Response Abatement Measure (RAM) Plan (per 310 CMR 40) for the Permitted Uses to continue. The Permittee and its LSP shall oversee work in the Permitted Area to ensure that:

   a. Worker health and safety is protected.
   b. Soil generated and to be removed, if any, is properly disposed of in accordance with M.G.L. c. 21E / Massachusetts Contingency Plan and other applicable state and federal law
c. The RAM is properly implemented and completed. Disposal, if any, of such soil shall be done under the supervision of an LSP and certified by the LSP to MassDEP.

O. LAND MARKERS AND MONUMENTS

1. The Permittee shall take reasonable precautions to protect all public land survey monuments, public land boundary markers and private property corners.

2. In the event that any such markers or monuments are disturbed or destroyed, the Permittee shall take appropriate action to reestablish them in accordance with specifications of the town or county surveyor, or the DCR.

P. TERMINATION

1. The nature of this Permit is a revocable license. As such, the DCR may terminate, with or without cause, upon written or oral notice to the Permittee, at which time all work associated with the permit will immediately end. If applicable, thereafter, the Permittee may cure or remedy such matter within no more than twenty four (24) hours. If the Permittee does not satisfactorily remedy or cure said matter, this Permit will be deemed terminated. If this Permit is revoked or terminated, Permittee shall not be relieved of liability to DCR or the Commonwealth for arrears in any fees or for any other injury, cost, liability or damage sustained or for any response action required or identified as needed as result of a Permittee’s entry and/or use of the Premises, whether occurring before or after such termination.

2. All obligations required of the Permittee under the terms of this Permit shall expressly survive the given termination/expiration date until such obligations are completed to the satisfaction of the DCR.

Q. NON-DISCRIMINATION

1. The Permittee acknowledges that there shall be no discrimination against any employee who is employed in the work covered by this Permit, or against any applicant for such employment, based on race, color, religion, sex, sexual orientation, age, national origin, veterans’ status, or physical or mental handicap.

2. The Permittee shall comply with all applicable federal and state statutes, and rules and regulations promulgated there-under prohibiting discrimination in employment.

R. STATUS OF PERMITTEE

1. The relationship of the Permittee to the Commonwealth of Massachusetts and the DCR is that of a Licensee. The Permittee covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commonwealth by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Commonwealth of Massachusetts, including, but not limited to, Worker’s Compensation Coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

2. Nothing herein contained shall create or be construed as creating a co-partnership between the DCR and the Permittee or to constitute the Permittee as an agent of the DCR.

3. The Permittee acknowledges that this Permit does not confer any rights in real property to the Permittee. As a licensee, the Permittee may enter and use the Premises solely for those purposes contained in this Permit. Any use of the Premises by the Permittee that is inconsistent with the terms of this Permit shall be deemed a material breach of the Permittee’s rights and obligations under this Permit.

S. MERGER

1. All Attachments or Exhibits to this Permit are hereby incorporated by reference and become part of this Permit. Any failure to comply with the terms and conditions contained in any Attachment or Exhibit by either party constitutes a breach of this Permit. The Attachments and Exhibits are intended to be used to clarify the terms of this Permit. In the event there is an irreconcilable conflict between the terms of this Permit and those contained in an Attachment or Exhibit, the term contained in this Permit shall supersede.

2. Plans and documents, including, but not limited to, TMP, pedestrian and vehicle plans, and MUTCD specifications, which are submitted to and approved by the DCR, are hereby incorporated by reference and become part of this Permit.
T. WAIVER

1. No waiver during the term of this Permit, by either party, of any term, condition or covenant of this Permit shall be deemed a waiver at any time thereafter of the same provision or of any other provision contained herein, or of the strict and prompt performance thereof.

U. FORCE MAJEURE

1. Neither party shall be liable to perform its part of this Permit when such failure is due to fire, flood, war, riot, insurrection and/or other catastrophe beyond the control of the parties.

V. SEVERABILITY

1. If any provision of this Permit, or portion of such provision, is held invalid, the remainder of this Permit shall continue in full effect.

W. MODIFICATIONS OR AMENDMENTS

1. Modifications or amendments to this Permit shall be in writing and duly executed by both parties hereto to be effective.

X. ASSIGNMENT AND SUBLETTING

1. Except with the consent of the DCR, this Permit is not transferable.

2. The Permittee shall not assign, sublease, transfer or otherwise dispose of its management responsibilities or of any right, interest or use of the Premises covered by this Permit to anyone other than its contractor or parties specifically named in this permit, without the prior written consent of the DCR.

3. Any such disposition without the written consent of the DCR shall constitute a material breach of this Permit, which shall be cause for immediate termination of the Permit by the DCR.

4. The DCR shall not be obligated to recognize any right of any person or entity to any interest in this Permit or to any rights, equipment, structures, or property of the Permittee at the Premises. Any assignments of rights under this Permit are void.

5. The Permittee may not enter into any agreement with any entity or person, except employees of the Permittee, and/or its contractor or parties specifically named in this permit and/or their contractors, to exercise substantial management responsibilities for operation of the Premises without the prior non-electronic written consent of the DCR Commissioner or designee.

6. In the event of any unapproved or prohibited transfer or encumbrance by the Permittee, or in the event of any default of its obligations to persons or entities which are not a Party to the Permit, such person or entity shall not be deemed to have acquired operating rights, privileges, or title to the Premises or real or personal property of the DCR.

7. Any third-party beneficiaries have no enforceable rights under this Permit.
Y. ATTACHMENT

1. The Permittee is not authorized to permit and shall not permit any liens, mortgages or other security interests for any purpose to be attached to the Permitted Area in connection with the Permittee’s use of, occupancy of, and/or activities in, around or near the Permitted Area under this Permit, including without limitation any repairs, renovations, alterations, additions, betterments, fixtures and/or improvements to the Permitted Area. The Permittee shall, upon request of DCR, furnish such waivers of any liens, mortgages, and/or any other security interests, as DCR may require and in a form that is satisfactory to DCR. The Permittee shall, upon the request of DCR, furnish such surety bonds as DCR may request and require, as it relates to said waivers. In the event that any liens, mortgages, or other security interests are attached to the Permitted Area or any part thereof or improvement thereto, the Permittee shall forthwith cause such liens, mortgages, and/or security interests to be released of record without cost to DCR.

Z. NOTICE

1. For purposes of this Permit, the parties hereto shall, unless otherwise indicated below, be deemed duly notified of any information or issues arising from the operation of this Permit in accordance with the terms and provisions hereof only if written notices are provided by first class mail, overnight mail or hand delivered or fax delivery with confirmation to the parties noted in the Notices and Contacts section, (DCR Construction Permits Director; DCR Region Manager, and (DCR Chief Engineer) subject to change upon notice in writing to that effect;

2. If the permitted work site encompasses and or encroaches upon designated parking spaces and or parking areas, the permittee will install additional signage indicating the parking restriction.
   a. The “TEMPORARY PARKING RESTRICTIONS” signage must be installed at least 48 hours prior to the start of each portion of the permitted work. A copy of the parking restriction along with the date and time it was posted must be emailed to DCR Parking Clerk for contact information (see Notices and Contacts). Should the permittee not post within the specified time, they will be responsible for any towing reimbursement that may occur.
   b. Should the parking spaces and/or parking areas be located in a residential neighborhood the permittee will provide written notice (mailed or posted) to area residents who may be impacted, at least 72 hours prior to use of the parking space. This notice may include leafleting all cars and mailboxes within 150 feet of the restricted parking area. A description of how you notified the neighbors plus a copy of the parking restriction including the date and time it was posted must be emailed to the parking clerk for contact information (see Notices and Contacts).

3. Before any work is started, the Permittee will provide notice to parties indicated in the Special Conditions and the Notices and Contacts section.

4. The Permittee will supply a written work schedule prior to the commencement of work, and will update the schedule at the time of 50% and 80% completion to parties indicated in the Special Conditions and Notices and Contact section.

At least seventy-two (72) hours prior to removing any vegetation from the Premises, notice shall be provided to the DCR Landscape Architect (as specified in the Notices and Contacts section)
**PERMIT APPLICATION FOR CONSTRUCTION & ASSOCIATED ACCESS TO DCR PARK LANDS & ROADWAYS**

Application DATE:  

Permit Requested by  

PROPOSED Construction Start Date:  

Completion Date:  

See next page for instructions.  

PLEASE USE ADDITIONAL SHEETS AS NECESSARY

1. **PROJECT LOCATION:**  
   Address: Street  
   Town/City  

2. **PROJECT DESCRIPTION:** Attach a locus plan of the area + a minimum of 3 photos of the existing work location conditions, taken from different angles.

3. **PROJECT IMPLEMENTATION INFORMATION:** how performed; implemented, within, and short term and long term impacts to DCR property. Submit one full size set of construction engineering plans (+ e-data) additional copies shall be submitted upon request. Either clearly mark drawings relevant to DCR property or remove all drawings not relevant to DCR.

4. **TIME FRAME:** Desired project start date & how long it will take to complete planning and construction

5. **AREA USED AND OR IMPACTED:** Length width and depth of DCR area being used and or altered:

6. **DCR restricted roadways access:** provide proposed travel route, schedule for roadway usage and vehicle proportions (weight, height, & length)

7. **Material transportation and or temporary placement of equipment and/or vehicles (lay down area) on or over DCR property provide specifications on travel route and vehicle specifications (loaded weight and dimensions and Cargo description)

8. **Traffic Management Plan (TMP) is required and shall conform to current Federal Highway Standards; certified by a Traffic Engineer or Traffic Control Technician. Please submit a full size set (24"x36") copies;**

9. **Dig Safe #**

10. **List OTHER PERMIT/LICENSES**

11. **Applicant Information (Permit Signatory, Proponent, Property Owner, Consultant, primary contact )**

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*Signature denotes acceptance of the conditions of the DCR Construction/Access Permit

Return completed application; with the $50.00 application fee to:

DCR: PERMIT SECTION, 251 Causeway Street, 7th Fl. Boston, MA 02114, attn Construction/Access Permits

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Charge for copy

Charge for technical assistance

Charge for other services

Travel time reimbursement

Total Charge

Check here if second signatory on permit.
GENERAL INFORMATION

M.G.L. C.132A§7, C.92§33, 801CMR11.06 and all other enabling powers grant DCR the authority to issue Construction and Access Permits. Access is defined as:

I. Use by motor vehicles and/or construction equipment entry and/or exit to any DCR property including roads, parkway, parkland, structures, and/or facilities from abutting properties.

II. Any physical work (i.e. curb cuts, trench work, street openings) performed on under or within DCR owned land including parklands, reservations, roadways, parkways...

APPLICATION, MITIGATION AND OR RESTORATION FEES

The non-refundable $50 Administrative Application Fee shall accompany this form. All checks shall be payable to the Massachusetts, Department of Conservation and Recreation.

Include a minimum of 3 existing conditions photographs, taken from 3 or 4 angles, a locus plan of the area and a sketch which indicates lot size, DCR parkway frontage, proposed work location and details, property lines, building location(s), related to proposed physical work with respect to DCR Property baseline, Traffic Management Plan in accordance with current Federal Highway Administration MUTCD requirements. All documents should be relevant to the work on DCR properties/issues; if off the point information documents are included in the application package please clearly mark ALL relative information.

III. Application for all non-residential and residential developments greater than 5 units must include engineered access plans (minimum of 4 copies) at an appropriate scale (1 inch = 20 or 40 feet) which clearly show all proposed work and:

- DCR Property layout line and baseline
- Location and dimensions of proposed work
- Location of existing structures, trees, and utilities
- Complete details of existing and proposed drainage.
- Information on weight equipment and routes to access site

Please note: activities such as camping, or DCR park facilities use require a reservation, work related to Dam Safety and Water Supply issues are permitted by those sections, please see DCR website at: http://www.mass.gov/dcr/

SPECIFIC INSTRUCTIONS (PRINT OR TYPE)

LINE 1 PROJECT LOCATION: Name the DCR property or properties; Park and/or Parkway, plus specific location and the municipality the access and/or construction is sought, address of work site.

LINE 2 PROJECT DESCRIPTION: Description of work to be done; Type of access sought, briefly describe facility for which access is sought. Ownership plan showing property lines

EXAMPLE 1: Single family residential driveway at 10 DCR Parkway (80' north of the intersection of X road) proposed driveway will be 12 wide.

EXAMPLE 2: 500,000 s.f. shopping mall off of DCR XX parkway and Route XYZ in Anytown MA, bordering XXX Park; roadway geometry modified to accommodate left-turn lane, relocation of lights, traffic signals, remove and replace 15 mature trees, installation of drainage, & utilities (see plans, Environmental, Conservation Commission, MA Historical permits, Fish and Wildlife).

LINE 3 PROJECT IMPLEMENTATION AND EFFECTS: Include DCR PROPERTY IMPACTS:

- TEMPORARY IMPACTS + how they will be rectified
- PERMANENT IMPACTS – how they will be minimized
- ENVIRONMENTAL IMPACTS (including copies of permits)
- FLORA AND FAUNA IMPACTS and replacement plan

Short explanation of the need for the permit
Short description of the whole construction project
Specific details on all components, phases, construction schedule and Timelines that will directly impact DCR property.
Details on components of the job that will indirectly impact DCR property
Details on the project benefit to DCR, the public, and/or the community

MITIGATION (note Access and Excavation Fees will be charged: Mitigation in the form of improvement to the Project area may not amount to less than the total of the access and excavation fees)

EXAMPLE 1: Remove 50 ft of existing granite curb on south side of Property to construct driveway access & modify the roadway geometry to accommodate left turn lane. Three day project starting July 1, 20XX

EXAMPLE 2: Excavate 10 x 10 ft section of roadway at Station 100+00 in westbound lanes in order to install residential water service to 100 DCR Parkway on heavily traveled roadway therefore permittee will provide 2 police details and use 4 days; plus additional signage.

LINE 4 TIME FRAMES: Planning, Design and Construction

LINE 5 USAGE AREA: DCR property usage size (length and width) including excavation dimensions, sizes of components installed.

For projects with permanent installation: O&M requirements, duration and financial responsibility.

LINE 6: DCR RESTRICTED ROADWAYS ACCESS

LINE 7: MATERIAL TRANSPORTATION

LINE 8: TRAFFIC MANAGEMENT for motor vehicles, pedestrians, and bicycles in accordance with the most recent MUTCD

Submit a full size (24"x36") plan(s) certified by a Traffic Engineer or Traffic Control Technician.

1. Detours for motor vehicles, pedestrians, and bicycles.
2. Logistics and effects on: procurement, maintenance, and transportation...
   a. Items of concern – i.e. schools, playgrounds, handicapped children, and elderly housing.

LINE 9: DIG SAFE # must be obtained by calling 1-888-DIG-SAFE.

LINE 10: OTHER PERMIT & LICENSES: List all permits; including application dates and
certify 1 copies of each application/permit. Including DCR permits
issued for this work location.

LINE 11 & 12: Contact information for the applicant and/or their contractors’ Proponent; Owner, Permittee name(s) must be the name of the person or entity responsible for funding the construction and/or the property or facility owner (other than DCR), for the construction activity being permitted: NOT an agent. Contact may be the owner’s agent and may be an additional signatory. Individual or business making application must complete the required information, including date of application and signature

- Contact names and business title(s)
- Addresses (location and E-mail)
- Phone numbers (office, cell, and fax)
- Name and title of the individual who will accept permit conditions for the permittee

RETURN COMPLETED PERMIT APPLICATION ALONG WITH FEE

TO: Director of Permits
Department of Conservation and Recreation ("DCR")
PERMIT SECTION, 251 Causeway Street, 7th Floor,
Boston, MA 02114
801 CMR: EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

801 CMR 4.02: FEES FOR LICENSES, PERMITS, AND SERVICES TO BE CHARGED BY STATE AGENCIES

302 Department of Conservation and Recreation

(14)Permits

(a) Construction and Access Fees and Permits

1. Administration application fee for construction permits (non-refundable): $50

2. Driveway access
   i. Residential purposes: two (2) units or fewer: $50
   ii. Each additional unit (up to 5 units): $30
   iii. Non-residential: less than 25,000 square feet: $1,000
   iv. Non-residential: 25,000 sq. ft. through 100,000 sq. ft.: $2,000
   v. Non-residential: greater than 100,001 sq. ft.: $2,000 per each additional 100,000 sq. ft.

3. Sidewalk obstructions
   i. General obstruction: $100 each per day
   ii. Crane, boom, pump truck, scissor lift, man lift: $150 each per day

4. Stormwater discharge: $100 per connection

5. Dewatering: $25 per day

6. Manhole opening/entry: $200 per day

7. Public safety trench permit filing fee (non-refundable): $20

8. DCR Parkway/Roadway Excavation Fees
   i. Road surface five (5) years or older: $8 per sq. ft.*
   ii. Road surface less than five (5) years old: $10 per sq. ft.*
   iii. Sidewalk and DCR Property excavation: $6 per sq. ft.*

* For purposes of calculating square footage, all trenches will be calculated at a minimum width of four (4) feet in minimum increments of one-half foot (6 inches)

9. Tree replacement/restitution fee: $180 per caliper inch

10. Vehicle access fees
    i. Commercial vehicles on parkways: $150 annually
    ii. Loading/unloading on roadway: $100 per day

11. Trucks greater than 5000 lbs and measuring over 7 ft. on restricted DCR Parkways and roadways: $100 per day

12. Mitigation in the form of improvements to the area of the project may not amount to less than the above fees.

13. Land use/lay-down fees based on average rate of return, land value and area.
GENERAL CONDITIONS

A. CONDITION OF PREMISES

1. The Permittee acknowledges that it has made an inspection of the Premises and that the Premises are in a satisfactory condition, suitable for the purposes of this Permit in the Premises’ existing condition and that it has not relied upon representations or statements of the DCR, its officers, employees or agents with respect to these conditions. The Permittee expressly agrees that the DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises. The Permittee acknowledges and agrees for itself and its contractors, subcontractors, officers, servants, agents, employees, representatives and invitees that it accepts the Permitted Area in ‘as is’, ‘where is’ and ‘with all defects’ condition; that DCR is under no obligation to make any repairs, renovations or alterations to the Permitted Area; that DCR has made no representations or warranties regarding the adequacy, operability, safety or fitness of the Permitted Area for any particular purpose or use; and that DCR has made no representations that the Permitted Area complies with applicable laws, ordinances, rules and regulations of government authorities. The Permittee further acknowledges and agrees that entry and activities upon the Permitted Area by the Permittee and its contractors, subcontractors, officers, servants, agents, employees, representatives and invitees shall be at the sole risk and sole expense of the Permittee.

2. At the Permittee’s expense DCR property shall be restored/ returned to its original or better condition, in accordance with standards and specifications of the DCR and this permit.

3. Upon the expiration, termination, or revocation of this Permit, the Permittee shall promptly vacate and surrender the Permitted Area and remove all of its personal property from the Permitted Area. Any property not so removed shall, at the option of DCR and at the sole expense of the Permittee, either become the property of DCR or be removed by DCR and disposed of without any liability in DCR for such removal and disposition.

B. PERMIT TERM

1. The term for the use authorized herein is specified in the Special Conditions, subject to review of the Permittee’s performance and compliance with all terms and conditions of this Permit.

2. All obligations required of the Permittee under the terms of this Permit shall expressly survive the given termination/expiration date until such obligations are completed to the satisfaction of the DCR, unless the DCR has exercised its option to terminate the agreement.

3. If the Permittee is found to be noncompliant with any term and or requirement of this Permit, and does not remedy or cure the noncompliance matter promptly or within a time frame set by DCR, the DCR may immediately revoke this Permit.

C. ADMINISTRATION FEE; RESTORATION, CONSIDERATION; & MITIGATION; [in accordance with 801 CMR 4.02 ]

1. The Permittee shall pay the Commonwealth a fifty dollar administration/application fee.

2. In addition to the administration fee (C.1 above), and required work. The permittee will compensate DCR for the disruption to the DCR properties including parkway, boulevard, road and/or recreational facilities by doing mitigation and or the payment of Parkway/Roadway Excavation Fee, Sidewalk and Parkland modification fees.

3. See the Special Conditions of this permittee for the details of the compensation to DCR for the disruption to the DCR parkway and/or recreational facilities which may include fees or mitigation or a combination of both.

4. If mitigation is allowed as an alternate for the fees, the cost of the mitigation must equal or exceed the Parkway Excavation Fee, Sidewalk and Parkland modification fees: should the mitigation work not exceed the fee amount the difference shall be paid to DCR.

SEE THE SPECIAL CONDITIONS AND THE PAYMENT TRANSMITTAL INVOICE FOR DETAILS ON FEES, PAYMENT SCHEDULE AND MITIGATION APPROVED FOR THIS PERMIT.

5. Payments, shall be in the form of a money order, cashier’s check or certified bank check payable to the Commonwealth of Massachusetts (exclusively), accompanied by a DCR “Payment Transmittal Form,” Exhibit 1 attached to this permit. Indicate your Permit Number on your check, all correspondence and on the mailing envelope; mail to the following address:

Department of Conservation and Recreation
Construction Access Permits
Permit No: _______
251 Causeway Street, Suite 700
Boston, Massachusetts 02114
D. REQUIREMENTS

1. The Permittee shall keep a copy of this Permit at the Premises (on site and visible) and shall be solely responsible for maintenance, care, repair or replacement of all work, improvements or installations related to the permitted work placed or situated on the Premises at all times.

2. The Permittee shall be solely responsible for all expenses arising under this Permit.

3. The Permittee will not use any DCR utilities or resources without express permission from DCR. If the Permittee and/or its representative or contractor uses any DCR utilities any expenses associated with that use is the responsibility of the Permittee.

4. The Permittee shall conform to all provisions of state, federal and local laws, rules and regulations applicable to the exercise of the rights and the performance of work under the Permit. Such provisions include, but are not limited to, all health, environmental, noise and sanitary standards and conditions required by Commonwealth of Massachusetts statutes; rules and regulations, including DCR regulations, local bylaws, engineering standards and administrative and executive orders.
   a. Prior to the commencement of any work involving excavation or disturbance of any soils and or vegetation under this Construction / Access Permit:
      i. Dig Safe must be notified for field mark-out of utilities (1-888-DIG-SAFE).
      ii. The Permittee will comply with M.G.L. Chapter 254 requiring approval by the Massachusetts Historical Commission
   b. The Permittee shall adhere to all OSHA Standards for Safety during the construction period.
   c. The Permittee will comply with local noise regulations, exercising care to subject neighborhood abutters to the least amount of noise and vibration pollution during working and non-work hours.

5. All correspondence with the DCR regarding permitted activities should indicate the DCR Construction Permit Number associated with this permit.

6. If the work herein authorized is for a driveway entrance, this Permit is granted and accepted on the condition that if the ownership of the land to which the driveway is appurtenant shall at any time become united with that of any adjoining lot fronting on the roadway and also having an entrance on said roadway, then the DCR may revoke the right to maintain any or all of such entrances and grant a single entrance in place thereof. The entrance hereby granted shall be used only for the Premises shown on the Plan.

7. Within thirty (30) days, after completion of the project or a date specified herein, by the DCR in the Special Conditions, the Permittee shall submit a Mylar copy and an electronic copy of as-built plan(s) for the Project as it relates to DCR property. This information shall be sent to Construction Access Permits, Department of Conservation & Recreation, 251 Causeway Street, Suite 700, Boston, Massachusetts 02114. In addition to the standard title box the permittee will list/add the DCR Construction Permit Number associated with this permit.

8. Within thirty (30) days, after completion of the project or a date specified by DCR in the Special Conditions, the Permittee shall submit two (2) copies of all final environmental reports generated for the Permittee’s Project related to DCR property if applicable. One (1) copy each of the information will be sent (see Notices and Contacts) to the attention of the Environmental Section Head and the Regional Director.

9. The Permittee shall keep the Premises in a clean and orderly manner at all times.

10. The Permittee shall be solely responsible for ice and snow removal during the winter months and street sweepings during the spring, summer and fall on all DCR property associated with this permit and/or impacted by the permit, per DCR protocol (inclusive of all area where public access is possible, as well as but not limited to all roadways, sidewalks and walking paths), inclusive of any and all associated costs and labor. This responsibility will remain in place until the work area(s) are closed and all obstacles that would interfere with DCR’s regular maintenance are removed, leaving the area unencumbered.
E. INSPECTIONS, ACCESS, AND PERMITS

1. The Permittee shall arrange for inspections by local health officials, utilities engineers, building inspectors and others as may be required.

2. The Permittee shall take prompt action to correct any condition that is found not compliant with any federal, state, or local regulation, code or statute.

3. The Permittee agrees at its own expense, to file for; obtain and comply with all applicable federal, state and local permits, licenses and approvals necessary for the work to be performed which is the subject of this Permit. Failure to obtain any required permits, licenses and or approvals, prior to the commencement of work, or failure to maintain such legal obligations in full effect throughout the term of this Permit shall be cause for revocation of this Permit by the DCR.

4. The DCR shall be provided full and unrestricted access to and upon the Premises at all times during the Term of this Permit to inspect the Premises and to review the operations and inspect the Permittee’s equipment.

5. The permittee shall maintain adequate abutter access at all times.

F. PUBLIC SAFETY

1. The Permittee will hire as many safety and/or law enforcement details, as needed to ensure the general public (including but not exclusive of pedestrian, cyclists, and vehicular traffic) safety at all times during all permitted activities on and near the Premises. Advanced notice of starting work shall be provided to the appropriate authority.
   a. For vehicle traffic management and public safety, in and/or on DCR property excluding parkways, boulevards, skating rinks, and or water sheds, the Permittee shall contact and hire as many Environmental Police Officers, as needed to ensure the safety of park users at all times.
   b. For vehicle traffic management and public safety, in and/or on DCR Parkways, Boulevards, skating rinks, and or state water sheds the Permittee shall hire as many Massachusetts State Trooper details as necessary to ensure the public safety at all times during all activities on and/or near the Premises.
   c. For work inside DCR Parks excluding motor vehicle traffic management on Chapter 90 Roadways (parkways and public ways), the Permittee may hire Park Rangers, to ensure the well being of the public in low use situations, within the confines of the park (i.e. playing fields, bike-paths, parking lots, gardens etc.).
   d. For projects impacting both DCR property and municipal roadways, for safety and/or traffic management on the municipal roadways the Permittee may hire as many local safety and/or law enforcement details, or certified flagmen as needed to ensure public safety.

2. The Permittee shall barricade excavations with safety fencing and reflectorized drums with “Type A” flashers to guide personnel and eliminate free access to the work area on, in, or near the Premises. All flashers and “steady-burn” lights on drums must be in good working order. From dusk through dawn, the Permittee shall place sufficient working lights to protect the public from injury or damage.

3. Signage indicating the name of the Permittee, and including contact names and telephone numbers shall be on the premises (permitted work site) in plain view or erected during the duration of the Project.
   a. Additional signage may be required by DCR; See Notice paragraph 2 and the Special Conditions.

G. RESTORATION OF PREMISES

1. See SPECIAL CONDITIONS for additional information specific to this permit.

2. At the Permittee’s sole expense, DCR property shall be restored/returned to its original or better condition, or otherwise improved in accordance with this permit, and in accordance with standards and specifications of the DCR. The Permittee is responsible for repairing, replacing and restoring any and all damage to the DCR real or personal property, its infrastructure improvements and appurtenances, or any other property of third-parties, caused or necessitated by the Permittee by operation of this Permit, regardless of whether such damage occurs within or without the layout of the Premises itself.
a. Any/all DCR utilities (storm drainage, electrical services, plumbing, sprinklers, sanitary services, dam and flood control structures, traffic signals and/or street lighting) worked on, damaged or altered (installation, change, relocation, modification, or adjustment) shall be replaced by the Permittee at their expense, unless specifically addressed in this permit.

b. Temporary service for the impacted utility shall be provided by the Permittee. The Permittee must provide adequate and safe services.

c. Temporary operating expenses for the impacted utility starting at the time of the disruption and/or installation, through DCR acceptance shall be the responsibility of the Permittee.

d. All utilities/equipment shall be replaced or reinstalled to working order by the Permittee at their expense unless specifically addressed in this permit or its attachments.

e. The appropriate DCR section chief, engineer and/or designee shall with assessment review and consultation, determine if the part(s)/fixture(s) may be reused and/or replaced. If the part(s)/fixture(s) need to be replaced, DCR shall supply the specifications.

f. All DCR utilities worked on by the Permittee shall be reviewed and/or inspected by DCR prior to acceptance.

3. Abandonment of existing underground utilities, pipes, chambers, etc.: The Permittee, its agents, contractor or representative shall take all appropriate measures to properly close, fill and cap all underground structure(s) to guard against future sinkholes and eliminate the possibility of future collapse of these abandoned structures. Pipe abandonment under DCR owned or controlled property shall be managed as follows:

a. Located under DCR roadways: All pipes, underground utilities, chambers etc. that are under the roadway must be completely filled with grout or high slump 500 psi concrete and abandoned in place.

b. Not located under DCR roadways: All pipes, underground utilities, chambers etc. that are 18-in. in diameter or greater must be completely filled with grout or high slump 500 psi concrete and abandoned in place. (Specification § 02650, ¶ 3.01 D.3).

c. All pipes that are less than 18-in. in diameter shall be securely plugged with brick, mortar, concrete and/or masonry plugs in both ends at least 12-in. thick and abandoned in place.

4. Any and all parkways, boulevards, roadways, parking areas and/or driveways repairs including trench patches that remain in place for one year or longer will be reviewed by the Permittee and the DCR annually, until such time as the road is permanently repaved from curb to curb. Should the patch fail or prove to be inadequate, the Permittee will be responsible for removal and restoration of the failing area.

5. All opening(s) shall be covered by steel plates when not in use. The Permittee shall not use steel plates that are vulnerable to flexing, or lateral movement due to vehicular traffic. Where any gaps exist between the plate and the roadway surface, "cold-patch" asphalt mix shall be used to fill those voids.

6. In non-trench areas of roadways or sidewalks requiring repairs, the subgrade material shall be Massachusetts Department of Transportation – Highway Division (hereinafter MassDOT-HD) “Type C Gravel (2” maximum aggregate size) and it shall be mechanically compacted in six-inch (6”) lifts.

7. Pavement trimming: Only saw cutting (without overcuts) shall be allowed as a means of creating the final, permanent edge between existing and new hot-mix asphalt or cement concrete on any roadway or sidewalk. All accidental overcuts shall be filled with bituminous joint sealer. The standard “cutback” for all permanent pavement patches shall be twenty-four inches (24”) beyond the original pavement cuts made to perform the work allowed by this permit. If curbing does not allow for twenty-four inches (24”), then the face of the curbing will serve as the edge of the permanent pavement patch.

8. Controlled-density fill (hereinafter the CDF) shall be used for backfilling trenches made in roadway or sidewalk pavement. The CDF shall conform to MassDOT - “Type 2E,” “Flowable and Excavatable.” (If the Permittee needs to use backfill materials with higher strength characteristics than MassDOT - “Type 2E” CDF, then the Permittee can request a waiver from the DCR to substitute that higher strength backfill.)

a. The Permittee shall place the CDF so as to allow enough room for a depth of pavement replacement that matches existing pavement thickness.
b. The Permittee is responsible for allowing sufficient curing time for the CDF prior to installing pavement material. The Permittee shall exercise extra caution in areas of high water table.

9. If the Permittee cannot use MassDOT “Type 2E” CDF, trenches and other excavations shall be back-filled with DCR-approved gravel. The use of previously excavated material as backfill is acceptable, providing that the previously excavated material is suitable for sub-base with no stones larger than 3” in diameter, and is free of all clays and organic matter. However, immediately below any sidewalk or roadway surface, there must be a minimum of twelve inches (12”) of clean gravel borrow (MassDOT #M1.03.0 – Type “C” two-inch [2”] maximum stone size) for the sub-base.

10. All sub-base shall be mechanically compacted in six-inch (6”) lifts to ninety-five percent (95%) compaction, as tested by nuclear compaction equipment, and verified by the DCR on site.

11. The permanent pavement patch of bituminous concrete for roadway sections shall consist of the following minimum measurements: four inch (4”) base, two inch (2”) binder, one and three-quarter inch (1-3/4”) of “State Top” (one-half-inch (1/2”) stone size) top course. Pavement replacement thickness must match the existing pavement thickness, or conform to Figure # 1 “TYPICAL ROADWAY TRENCH REPAIR” whichever pavement depth is deeper.

12. All mixes shall conform to MassDOT “Type I” mixes: Base, Binder, “State Top” [with one-half inch (1/2”) stone size] for roadway use & “Dense Top” [with three-eighths inch (3/8”) stone size] for sidewalk use. The permanent hot-mix asphalt patch shall extend over the original trench cut, and act as a “bridge” twenty-four inches (24”). All hot-mix asphalt surfaces (vertical and horizontal) shall be coated with emulsion tack coat immediately prior to placing any new hot-mix asphalt layer.

13. The Permittee shall be responsible for the adequacy and performance of the trench pavement patch (roadway and/or sidewalk) and restoration of all affected curbing in the work zone. DCR reserves the right to have the trench patches repaired or replaced completely and curbing reset at the expense of the applicant as a result of incomplete or inadequate work by the Permittee.

14. All pavement markings removed and/or damaged during the course of construction must be replaced with markings matching the configuration, color, width and type (thermoplastic, paint, etc.) of the markings removed.

15. Any sidewalk replacement shall conform to the most recent Americans with Disabilities Act (hereinafter the ADA) or Architectural Access Board (hereinafter the AAB) handicapped accessibility standards, whichever is more stringent.

16. Any fine-grading of subgrade soils required before sidewalk installation shall be accomplished with MassDOT -M1.03.0 “Type C” Gravel Borrow (two-inch (2”) maximum stone size).

17. Any sidewalk damaged must be replaced with a material matching the existing sidewalk surface (hot-mix asphalt or cement concrete), and the replacement shall conform with the following:
   a. The limits of the sidewalk repair shall include the entire work area and extend to the nearest sidewalk control joint. Sawcuts shall be made along those joints and only full, complete concrete sidewalk panels shall be removed. All demolished concrete walkways shall be removed from the DCR property and legally disposed of off-site.
   b. All cement concrete sidewalk shall contain welded wire mesh. Welded wire mesh for cement concrete walks must meet ASTM Specification A185 and be 6 gauge wire with six-inch by six-inch (6’ x 6’) squares. Only sheet mesh shall be permitted (no rolls). The mesh must be installed at mid-depth in the slab and rest on reinforcement “chairs” or cement concrete bricks spaced at 36” maximum in every direction to keep the mesh from deforming during cement concrete placement.

18. For all edgestone/curbing being reset or replaced, on both the front and back of the curbing/edgestone, 2,000 p.s.i. cement concrete (with a six-inch by six-inch (6” x 6”) profile) shall be installed for the entire length of the curbing/edgestone being reset or replaced, and the top surface of both the front and back sections of this cement concrete shall be one and three-quarter inches (1 3/4”) lower than the finished roadway elevation.
19. Detectable warning panels are required for any pedestrian ramp. The detectable warning panels for cement concrete pedestrian ramps shall be “brick-colored” and “safety yellow” for hot-mix asphalt pedestrian ramps. Exceptions to this are possible with the prior approval of DCR’s Chief Engineer, if, for example, the Permittee is trying to match the color of existing nearby pedestrian ramp warning panels. This work must be MUTCD, ADA and AAB compliant.

   a. Detectable warning panels can be precast concrete, cast-in-place concrete or other suitable material permanently applied to the ramp.

H. TRAFFIC MANAGEMENT

1. Traffic Management, including both Vehicle and Pedestrian management; the Permittee must provide safe passage to the public including but not limited to motorists, cyclists, pedestrians, workers, and others affected by the Permittee activities and are the sole responsibility of the Permittee.

2. The Permittee assumes full liability and responsibility for Traffic Management, and shall plan for traffic control on a case by case basis to adjust for the varying conditions among work locations in cooperation with the detail officer.

3. All work done on DCR roadways must conform to the 2009 U.S. Department of Transportation, Federal Highway Administration’s Manual on Uniform Traffic Control Devices Guidelines (“MUTCD”) and the April 28th 2009 Governors Executive Order 511. Including recently updated Federal Regulations (the FHWA’s Rule on Work Zone Safety and Mobility) emphasize the importance of providing safe work areas for motorists, workers, and others affected by the maintenance/ utility/ construction activities; whenever the need is indicated the permittee should expand or improve traffic controls.

4. For additional and permit specific Traffic Management requirements see the Special Conditions.

5. Without limiting any of Permittee’s obligations under this or any other Section of this Permit, the Permittee is responsible for proper Traffic Management, including the planning and installation of temporary traffic controls in maintenance, utility, or construction work areas, including, but not limited to, responsibility for ensuring that the pedestrian and vehicular safety is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.

6. The Permittee shall submit a site specific Traffic and Pedestrian Management Plan (hereinafter the TMP) for DCR’s review, comment, and subsequent approval.

7. The site specific TRAFFIC MANAGEMENT PLANS DCR approved will be strictly adhered to during field operations.

   (see the Special Conditions, Item H for Approved Plan)

   a. At the discretion of the DCR Chief Engineer or his designee, all TMPs must be prepared and stamped by a Massachusetts Licensed Engineer, specializing in traffic management.

   b. The Permittee will notify and coordinate with the District Manager, the facility supervisor and/or the Regional Engineer regarding the TMP, as listed in the Special Conditions and/or Notices and Contacts Section of this Permit.

   c. Any subsequent changes to the approved plan (See the Special Conditions, item H) by any party other than DCR must be resubmitted to DCR and are subject to DCR’s review and subsequent approval before any construction activities may commence.

   d. The TMP will be followed and precautions will be taken to protect the public, the environment and any cultural resource in the area.

8. If the work associated with this Permit potentially impacts other parties, the contractor/ permittee is responsible for notification, and cooperative coordination with all parties, (including but not exclusive of DCR, contractors and representatives, Federal, State and local entities; police fire and ambulance, public transportation and utilities) working in the permitted locations. The coordination is to assure such that all disruptions of vehicular and/or pedestrian traffic is minimized.
a. If this is not done to the satisfaction of DCR this permit will be revoked by a DCR representative during field operations and all associated work will stop until the deficiencies are resolved to the satisfaction of DCR traffic and or permit engineers.

9. In order to reduce the effects on the public who use the DCR’s recreational areas, parks, campgrounds, parkways, boulevards and/or roadways, the Permittee will minimize construction work during peak use periods.


11. The Permittee will leave sidewalk areas clear and open to permit unimpeded pedestrian traffic passage at all times during construction. A minimum of three feet (3’) clearance will be maintained to permit public access to alternate passage by the affected portion of the Premises.

12. All deliveries shall be made in such a manner as to have the least negative impact on the visiting public, the Premises and the environment.

I. ENVIRONMENTAL IMPACTS AND REPORTING

1. Prior to any construction work for a project in or adjacent to an environmentally sensitive resource area(s), the Permittee will contact appropriate Federal, State, and local agencies and or authorities, obtain any licenses, permits and or Certificates necessary and will comply with all applicable laws, rules and regulations. The Permittee will supply copies of all applicable documentation to DCR when applying for this permit, and or as they are granted, including but not limited to:
   a. Executive Office of Energy and Environmental Affairs, Offices of Massachusetts Environmental Policy Act and Coastal Zone Management
   b. The Massachusetts Department of Fish and Game regarding wildlife and/or plant impacts.
   c. MassGIS data on any Priority Habitat of Rare Species.
   d. The Massachusetts Department of Environmental Protection’s Wetland, Waterways, and Water Management Sections
      i. During all construction phases the Permittee will minimize any potential impacts to flora, fauna and natural resources and habitats on, in, or near the Premises; including the preparation and execution of a management plan for resource protection, erosion and sedimentation control, to minimize the potential impacts to environmentally sensitive resources.
      ii. Special care will be used when permitted work area borders wetlands or waterways resource area(s), including but not limited to installation and maintenance of staked “salt hay” straw bales and silt fences to prevent sediment erosion and siltation from entering resource areas, and protect adjacent resources in accordance with the management plan. Erosion control measures will be in place prior to the start of any earthwork. The Permittee is responsible for inspecting all control measures twice weekly and after every rainfall event, and will maintain the erosion controls such that they operate properly. All erosion control measures will be maintained throughout the construction season until slopes have been stabilized and will be removed upon completion of the project, or stabilization of the area, whichever is last. All silt collected shall be removed and properly managed before the fences and straw bales are removed.

2. This permit in NO way should be construed as approval of any other applicable permits, notices or findings issued by Federal, State, and local agencies and/or authorities including but not limited to the Massachusetts Department of Fish and Game, and the Department of Environmental Protection.

3. The Permittee shall protect and maintain drainage and other structures against damage.
   a. Any drainage structures damaged or altered will be replaced by the Permittee at their expense. All catch basins should be deep-sump unless utilities or site conditions interfere with the installation, as determined by DCR storm water engineer(s).
   b. Absolutely no bitumen, asphalt, concrete or brick debris shall be dumped into drainage structures during the construction period. All storm water structures within the limits of work shall be
cleaned prior to the conclusion of the project. This work shall include removing any accumulated
dirt, refuse and other debris from each structure, including the gutter mouth of curb inlets. All
removed materials shall be properly handled and transported to an approved disposal facility. The
Permittee shall incur all cleanup costs.

c. For NPDES MS4 requirements, the following activities shall continue throughout the construction
period:
   i. Street Sweeping
   ii. Catch Basin Cleaning

d. If applicable, construction projects shall provide the DCR Storm Water Manager, Robert Lowell
   with a copy of the Storm Water Pollution Prevention Plan for the site.

e. If applicable, construction projects shall provide the DCR Storm Water Manager, Robert Lowell
   with a copy of site dewatering permits.

4. The Permittee shall protect and maintain all existing trees against damage.
   a. If applicable, air excavation tools shall be used on DCR property to ensure tree root protection
      within the drip line. (ref: Special Conditions)
   b. If applicable, a Certified Arborist shall be required on-site during excavations that are located
      within the drip line. (ref: Special Conditions)

5. Should the permitted work area be located adjacent to an environmentally sensitive area (i.e. wetlands,
   protected habitat, waterway, and/or coastal shoreline), the Permittee shall notify the DCR Landscape
   Architect, Matthew Thurlow at (617) 626-4944 and/or DCR Ecologist, Nancy Putnam at (617) 626-
   1394 (see Notices and Contacts) a minimum of seventy-two (72) hours prior to any tree or shrub
   removal.

   a. Should the Permittee disturb any vegetation, the disturbed areas will, upon DCR's approval,
      be filled, groomed, and planted with native vegetation to blend in with the natural landscape
      at or before 95% project completion.

   b. The Permittee will monitor the areas of replaced vegetation to make sure that they are
      established. If the vegetation dies, the Permittee will consult with DCR Landscape Architect
      (see Notices and Contacts) to work out replacement details.

6. The Permittee will minimize the impact on trees and shrubs on, in and near the Premises.
   a. The Permittee will remove and replace trees and shrubs only if absolutely necessary to the
      integrity of the construction and only if such removal is approved by DCR Landscape
      Architect prior to start of construction.

   b. Any tree removed, damaged and or distressed by the proximity of the construction allowed by this
      permit will be replaced and warranted for two (2) years at the permittee's cost.

   c. A second notice will be made to the DCR Landscape Architect (see Notices and Contacts) a
      minimum of 72 hours before any tree is removed.

      i. If the removal of a tree is approved, the Permittee is responsible for
         disposal/elimination of all associated vegetation materials, above and below ground
         including but not exclusive of leaves, branches, trunk, and the stump, and restoration
         of the area.

   d. In locations where tree removal/loss are unavoidable, the specific field placement
      of replacement vegetation will be at a location(s) as directed by DCR; planting locations may
      include areas outside the permit premises.

   e. The Permittee will replace all trees removed for construction, the replacement will be based on
      caliper inch removed and/or cash equivalent. DCR's Landscape Architect and or designee will
      have the choice of species, size and location;

      i. One caliper inch (1") for every caliper inch of lost/removed trees in suburban areas,
         as deemed practical by DCR.
ii. Two caliper inches (2") for every caliper inch of lost/removed trees in urban areas, as deemed practical by DCR.

iii. Any deficiency to the total required replacement caliper inch(es) shall be paid as restitution to the Conservation Trust and Urban Parks Trust Fund. (See the Special Conditions for details).

f. All replacement trees shall be tagged at the approved nursery by the DCR Landscape Architect, before being shipped to the work site.

g. All replacement trees shall be planted by an approved Landscape Contractor, supervised by a Massachusetts Certified Arborist and by standard arboricultural practices. They will be planted within the planting season during which the work is completed. If this cannot be done, planting shall be done in the next planting season. Planting seasons are April 1 through June 15 and September 15 through October 31.

J. OPERATING SCHEDULE

1. DCR roadways shall not be occupied between the hours of 6:30 a.m. and 9:30 a.m. and the hours of 3:30 p.m. and 6:30 p.m. Monday through Friday, or as otherwise described in the Special Conditions. This provision includes time for the placements of traffic equipment to set up the Traffic Management Plan.

2. The Permitee shall shut down all work at 12:00 p.m. (noon) on the eve of major holidays, which include Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day or as otherwise described in the Special Conditions.

3. During periods of closing due to inclement weather or any other cause not within the control of the DCR, all other obligations of the Permitee shall not be waived. The DCR shall not be responsible for any costs incurred or revenue lost due to closing or re-opening of facilities or roadways under the provisions of this section.

4. Should a Special Event occur on the premises during the active duration of this permit, the Permitee will minimize any impacts on the park patrons. Any permitted work on DCR properties associated with the special event location, will cease and or shutdown at 10:00 p.m. prior to the start of the special event permit, and shall only resume after the area impacted by the special event has been cleared, cleaned and maintained.

K. TAXPAYER IDENTIFICATION NUMBER

1. Upon request by DCR, the Permitee shall remit to the DCR a Department of Revenue Certification of Good Standing; complete and remit a Taxpayer Identification Number and/or a Certification (Massachusetts Substitute W-9 Form) prior to the execution of this Permit. (as noted in the Special Conditions)

L. RISK OF OPERATION AND INDEMNIFICATION

1. The Permitee shall assume all risk in connection with any and all activities engaged in on the Premises, and shall be solely responsible and answerable in damages and any other remedies for all accidents or injuries to all persons or property caused by the Permitee and/or its contractors, agents, representatives, employees, licensees, guests and invitees.

2. The Permitee shall be responsible for the security of the Premises and the protection of the assets and property of the DCR. The Commonwealth shall not be responsible for property of the Permitee, its contractors, agents, representatives, employees, licensees, guests and invitees.

3. The Permitee shall agree to defend, hold harmless, and indemnify the Commonwealth of Massachusetts, the DCR, and its agents, officers and employees from any claims regardless of fault, arising out of any violation of any law, ordinance or regulation affecting the activities authorized herein by this Permit, from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the Permitee's activities on the Premises, including claims arising from the intentional, reckless or negligent acts or omissions of the Permitee, its contractors, agents, representatives, employees, Permittee's, licensees, guests and invitees,
as authorized under this Permit and claims arising from the Permittee’s failure to provide adequate security on the Premises.

4. The Permittee shall not make any claims against the Commonwealth or the DCR for any injury, loss, or damage to persons, including bodily injury or death, or damage to property or costs or liabilities arising out of or in connection with this Permit, the obligations thereunder and the Permitted Uses, such as without limitation response actions engaged in or required under law or this Permit, including any acts or omissions of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, except for claims arising solely from the reckless conduct of the DCR.

5. The Permittee shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Permit.

6. The risk of loss resulting from any natural weather phenomena or occurrences remains with the Permittee.
   a. Compensation due to the DCR shall not be reduced or abated in any manner due to natural weather phenomena or other occurrences.

M. INSURANCE

1. The Permittee, its employees, contractors or agents shall hold the appropriate valid license(s) as required by law to perform the construction work associated with this Permit for the duration of the Permit.

2. The Permittee and or their contractor shall carry insurance in the types and amounts as described in this section of the Permit at its own expense.

3. The Permittee shall maintain said policies for the full Term of this Construction permit. Failure to maintain insurance coverage shall be deemed a material breach of the Permittee’s duties under this Construction permit.

4. If the Permittee’s insurance provisions, terms, and coverage, are amended, changed, suspended, expired or cancelled in any fashion, the Permittee shall, to the extent practicable, provide DCR with at least 30 days advance notice thereof.

5. The Permittee shall furnish Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth. Said Certificates of Insurance must be provided for review and approval to the address listed below prior to execution of the Permit.

Department of Conservation and Recreation
Construction Access Permits

Permit No: ______
251 Causeway Street, Suite 700
Boston, Massachusetts 02114

6. Failure to furnish said Certificates of Insurance and/or policies shall be deemed a material breach of the Permittee’s duties under this Permit but in no way shall release Permittee of its obligations herein.

7. The Commonwealth of Massachusetts, including its DCR, shall be named as an additional insured on all policies specified herein, except that in regard to section M.12 the Commonwealth shall be named as an additional insured only on the contractors pollution liability portion of the professional/contractors pollution liability policies per policy endorsements.

8. General Liability: The Permittee shall carry General Liability Insurance in the minimum amount of $1,000,000 per occurrence, $2,000,000 in the aggregate.

9. Public/Products Liability Insurance. The Permittee shall carry public liability insurance as to third persons, and products liability insurance against claims based upon the services provided, in the minimum amount of One Million Dollars ($1,000,000) in the event of death or injury to one individual, and a minimum of Two Million Dollars ($2,000,000) in the event of death or injury to more than one individual, or such other amounts of liability insurance coverage the DCR shall reasonably require from time to time.
10. **Fire and Casualty Insurance.** The Permittee and or their contractor shall carry fire and casualty liability insurance in a minimum amount equal to the fair market value of the structure(s) located upon the Premises, if required by DCR.

11. **Professional/Environmental Impairment Liability Insurance:** Unless specifically excluded in writing in the Special Conditions of this Permit, the Permittee shall carry, or shall cause its contractor to carry, Environmental Impairment Liability Insurance, and shall cause its consultants to carry Professional Liability Insurance, that includes coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Permittee or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of one million dollars ($1,000,000) for each claim and three million dollars ($3,000,000) in the aggregate. Coverage includes claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions section, said Professional Liability and Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this Permit and for at least three (3) years after the expiration of the Term.

12. **Automobile Bodily Injury and Property Damage Liability Insurance** in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

13. If the Permittee’s and/or their contractor’s insurance provisions, terms, coverage, etc. are amended, changed, suspended, expired or cancelled in any fashion, the Permittee must notify the DCR verbally immediately and shall notify the DCR in writing within five (5) business days.

N. **HAZARDS – PHYSICAL, ENVIRONMENTAL AND CHEMICAL**

1. The Permittee shall periodically inspect all areas used by the public in and around the Premises for the presence of unsafe or hazardous conditions and shall promptly remedy such conditions when found and shall promptly report the conditions to the DCR. The Permittee shall develop an accident reporting system and shall ensure that all employees understand and comply with said system. The Permittee shall make and preserve records of all accidents, emergencies and administration of medical aid on the Premises.

2. The Permittee shall immediately verbally notify DCR of any injuries, property damage or related incidents that occur on the Premises and shall provide written notice to the DCR Regional Engineer within five (5) calendar days of said incident. The written notice shall provide a detailed account of the incident, including, but not limited to, the nature of the incident, the names of any individuals involved and the names of any and all witnesses, all phone numbers, addresses, and contact information of affected individuals and witnesses, and the names of any agencies (federal, state, and/or local) that responded to the incident.

3. If the Permittee is notified by any regulatory agency having authority over the Premises that the Premises operations are in violation of an applicable rule, regulation or statute, the Permittee shall take immediate action to cure said violation. If the Permittee fails to take prompt remedial measures, the DCR may suspend the operations on any part or all of the Premises.

4. The Permittee shall not release, discharge or similarly dispose of hazardous substances, chemicals or materials.

5. Without limiting any of Permittee’s obligations under this or any other Section of this Permit, Permittee agrees that it shall not cause any hazardous materials to be used, (with the exception of oil and other petroleum products contained within and necessary for the equipment utilized during the Permitted Uses), generated, stored or disposed of on, under or about, or transported to, from or through the Premises, except for soil, groundwater or any other material originating on the Premises and removed from the Premises by Permittee as required for the Permitted Uses (e.g., drill cuttings and soil samples, and excavated soil). Permittee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements.
6. If Permittee's use of the Premises results in the need for a further response action under applicable environmental laws (other than the c. 21E response actions being undertaken as described in the Scope of Work), the Permittee shall give immediate telephone notice to DCR by calling the Environmental Section Head, Robert Lowell at (617) 626-1340. Without limiting any other provision of this Permit, completion of any such response action shall be the sole responsibility of the Permittee, shall be performed in accordance with applicable environmental laws at Permittee's sole expense, and shall not be performed without the prior approval of DCR unless an emergency situation exists and approval cannot be obtained. DCR reserves the right to supervise Permittee's contractor(s) implementing any such response action, and all submittals required to be made to any regulatory agency must be reviewed and approved by DCR.

7. For the purposes of this Permit, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous wastes", "hazardous materials", "oil" or "asbestos" in any federal or state statute concerning hazardous substances, wastes or materials now or hereafter enacted, including all regulations adopted or publications promulgated hereunder.

8. Pesticide applications may be allowed with written permission by DCR. If allowed, only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on the Premises. Label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and disposal of excess materials and containers. Any and all applicators shall be duly licensed by the Commonwealth and the U.S. Environmental Protection Agency. Use of said materials must have prior authorization from DCR.

9. The Permittee assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during the Permittee's work or activities under this permit to the extent such evaluation, assessment or remediation is required for Permittee's work, or (2) resulting from Permittee's work or activities under this permit. Permittee shall notify DCR of any such assessment and remediation activities for review and approval of proposed activities; except for emergency containment. The Permittee is hereby held solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland area.

10. In the event the Permittee learns of any release of oil or hazardous material or any other emergency within or from the Permitted Area, in addition to providing any regulatory notice required by any local, state or federal law or regulation, the Permittee shall provide notice of any such release or other emergency to DCR as soon as practicable thereafter, but not more than three (3) hours following any such release or emergency. Notice shall be given orally by telephone to the DCR Operations Control Center at (617) 946-3150. In the case of a release or other environmental emergency, notice must also be given in writing within twelve (12) hours, deposited in the United States mail, certified, return receipt requested, postage prepaid to:

   Department of Conservation and Recreation
   21 Causeway St., Suite 700
   Boston, MA 02114
   ATTN: Robert Lowell

11. In the event that the Permittee may impact contaminated soil and/or groundwater through permitted activities, the result may require site characterization under the supervision of a Licensed Site Professional (LSP). In this instance, the Permittee shall cease work and obtain from the Massachusetts Department of Environmental Protection (MassDEP) a written approval of a Response Abatement Measure (RAM) Plan (per 310 CMR 40) for the Permitted Uses to continue. The Permittee and its LSP shall oversee work in the Permitted Area to ensure that:

   a. Worker health and safety is protected.

   b. Soil generated and to be removed, if any, is properly disposed of in accordance with M.G.L. c. 21E / Massachusetts Contingency Plan and other applicable state and federal law
c. The RAM is properly implemented and completed. Disposal, if any, of such soil shall be done under the supervision of an LSP and certified by the LSP to MassDEP.

O. LAND MARKERS AND MONUMENTS

1. The Permittee shall take reasonable precautions to protect all public land survey monuments, public land boundary markers and private property corners.

2. In the event that any such markers or monuments are disturbed or destroyed, the Permittee shall take appropriate action to reestablish them in accordance with specifications of the town or county surveyor, or the DCR.

P. TERMINATION

1. The nature of this Permit is a revocable license. As such, the DCR may terminate, with or without cause, upon written or oral notice to the Permittee, at which time all work associated with the permit will immediately end. If applicable, thereafter, the Permittee may cure or remedy such matter within no more than twenty four (24) hours. If the Permittee does not satisfactorily remedy or cure said matter, this Permit will be deemed terminated. If this Permit is revoked or terminated, Permittee shall not be relieved of liability to DCR or the Commonwealth for arrears in any fees or for any other injury, cost, liability or damage sustained or for any response action required or identified as needed as result of a Permittee's entry and/or use of the Premises, whether occurring before or after such termination.

2. All obligations required of the Permittee under the terms of this Permit shall expressly survive the given termination/expiration date until such obligations are completed to the satisfaction of the DCR.

Q. NON-DISCRIMINATION

1. The Permittee acknowledges that there shall be no discrimination against any employee who is employed in the work covered by this Permit, or against any applicant for such employment, based on race, color, religion, sex, sexual orientation, age, national origin, veterans' status, or physical or mental handicap.

2. The Permittee shall comply with all applicable federal and state statutes, and rules and regulations promulgated there-under prohibiting discrimination in employment.

R. STATUS OF PERMITTEE

1. The relationship of the Permittee to the Commonwealth of Massachusetts and the DCR is that of a Licensee. The Permittee covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commonwealth by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Commonwealth of Massachusetts, including, but not limited to, Worker’s Compensation Coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

2. Nothing herein contained shall create or be construed as creating a co-partnership between the DCR and the Permittee or to constitute the Permittee as an agent of the DCR.

3. The Permittee acknowledges that this Permit does not confer any rights in real property to the Permittee. As a licensee, the Permittee may enter and use the Premises solely for those purposes contained in this Permit. Any use of the Premises by the Permittee that is inconsistent with the terms of this Permit shall be deemed a material breach of the Permittee’s rights and obligations under this Permit.

S. MERGER

1. All Attachments or Exhibits to this Permit are hereby incorporated by reference and become part of this Permit. Any failure to comply with the terms and conditions contained in any Attachment or Exhibit by either party constitutes a breach of this Permit. The Attachments and Exhibits are intended to be used to clarify the terms of this Permit. In the event there is an irreconcilable conflict between the terms of this Permit and those contained in an Attachment or Exhibit, the term contained in this Permit shall supersedes.

2. Plans and documents, including, but not limited to, TMP, pedestrian and vehicle plans, and MUTCD specifications, which are submitted to and approved by the DCR, are hereby incorporated by reference and become part of this Permit.
T. WAIVER

1. No waiver during the term of this Permit, by either party, of any term, condition or covenant of this Permit shall be deemed a waiver at any time thereafter of the same provision or of any other provision contained herein, or of the strict and prompt performance thereof.

U. FORCE MAJEURE

1. Neither party shall be liable to perform its part of this Permit when such failure is due to fire, flood, war, riot, insurrection and/or other catastrophe beyond the control of the parties.

V. SEVERABILITY

1. If any provision of this Permit, or portion of such provision, is held invalid, the remainder of this Permit shall continue in full effect.

W. MODIFICATIONS OR AMENDMENTS

1. Modifications or amendments to this Permit shall be in writing and duly executed by both parties hereto to be effective.

X. ASSIGNMENT AND SUBLETTING

1. Except with the consent of the DCR, this Permit is not transferable.

2. The Permittee shall not assign, sublease, transfer or otherwise dispose of its management responsibilities or of any right, interest or use of the Premises covered by this Permit to anyone other than its contractor or parties specifically named in this permit, without the prior written consent of the DCR.

3. Any such disposition without the written consent of the DCR shall constitute a material breach of this Permit, which shall be cause for immediate termination of the Permit by the DCR.

4. The DCR shall not be obligated to recognize any right of any person or entity to any interest in this Permit or to any rights, equipment, structures, or property of the Permittee at the Premises. Any assignments of rights under this Permit are void.

5. The Permittee may not enter into any agreement with any entity or person, except employees of the Permittee, and/or its contractor or parties specifically named in this permit and/or their contractors, to exercise substantial management responsibilities for operation of the Premises without the prior non-electronic written consent of the DCR Commissioner or designee.

6. In the event of any unapproved or prohibited transfer or encumbrance by the Permittee, or in the event of any default of its obligations to persons or entities which are not a Party to the Permit, such person or entity shall not be deemed to have acquired operating rights, privileges, or title to the Premises or real or personal property of the DCR.

7. Any third-party beneficiaries have no enforceable rights under this Permit.
Y. ATTACHMENT

1. The Permittee is not authorized to permit and shall not permit any liens, mortgages or other security interests for any purpose to be attached to the Permitted Area in connection with the Permittee's use of, occupancy of, and/or activities in, around or near the Permitted Area under this Permit, including without limitation any repairs, renovations, alterations, additions, betterments, fixtures and/or improvements to the Permitted Area. The Permittee shall, upon request of DCR, furnish such waivers of any liens, mortgages, and/or any other security interests, as DCR may require and in a form that is satisfactory to DCR. The Permittee shall, upon the request of DCR, furnish such surety bonds as DCR may request and require, as it relates to said waivers. In the event that any liens, mortgages, or other security interests are attached to the Permitted Area or any part thereof or improvement thereto, the Permittee shall forthwith cause such liens, mortgages, and/or security interests to be released of record without cost to DCR.

Z. NOTICE

1. For purposes of this Permit, the parties hereto shall, unless otherwise indicated below, be deemed duly notified of any information or issues arising from the operation of this Permit in accordance with the terms and provisions hereof only if written notices are provided by first class mail, overnight mail or hand delivered or fax delivery with confirmation to the parties noted in the Notices and Contacts section, (DCR Construction Permits Director; DCR Region Manager, and (DCR Chief Engineer) subject to change upon notice in writing to that effect;

2. If the permitted work site encompasses and or encroaches upon designated parking spaces and or parking areas, the permittee will install additional signage indicating the parking restriction.
   a. The “TEMPORARY PARKING RESTRICTIONS” signage must be installed at least 48 hours prior to the start of each portion of the permitted work. A copy of the parking restriction along with the date and time it was posted must be emailed to kathy.delucca@state.ma.us [617-262-1418] or Fax to 1-617-626-1472. Should the permittee not post within the specified time, they will be responsible for any towing reimbursement that may occur.
   b. Should the parking spaces and/or parking areas be located in a residential neighborhood the permittee will provide written notice (mailed or posted) to area residents who may be impacted, at least 72 hours prior to use of the parking space. This notice may include leafleting all cars and mailboxes within 150 feet of the restricted parking area. A description of how you notified the neighbors plus a copy of the parking restriction including the date and time it was posted must be emailed to kathy.delucca@state.ma.us or Faxed to 1-617-626-1472.

3. Before any work is started, the Permittee will provide notice to parties indicated in the Special Conditions and the Notices and Contacts section.

4. The Permittee will supply a written work schedule prior to the commencement of work, and will update the schedule at the time of 50% and 80% completion to parties indicated in the Special Conditions and Notices and Contact section.

At least seventy-two (72) hours prior to removing any vegetation from the Premises, notice shall be provided to the DCR Landscape Architect (as specified in the Notices and Contacts section)
### A. General Information

1. **From:** Quincy Conservation Commission

2. **This issuance is for (check one):**
   - [ ] Order of Conditions
   - [x] Amended Order of Conditions

3. **To:** Applicant:

   a. First Name
   b. Last Name
   c. Organization
   d. Mailing Address
   e. City/Town
   f. State
   g. Zip Code

4. **Property Owner (if different from applicant):**

   a. First Name
   b. Last Name
   c. Organization
   d. Mailing Address
   e. City/Town
   f. State
   g. Zip Code

5. **Project Location:**

   a. Street Address
   b. City/Town
   c. Assessors Map/Plat Number
   d. Parcel/Lot Number

   **Latitude and Longitude, if known:**
   - Latitude: 42d275m445s
   - Longitude: -71d008m150s
A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
   Norfolk
   a. County
   b. Certificate Number (if registered land)
   8821
   c. Book
   d. Page

7. Dates:
   a. Date Notice of Intent Filed: November 15, 2019
   b. Date Public Hearing Closed: December 4, 2019
   c. Date of Issuance: January 8, 2020

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

   a. Plan Title
   Woodward & Curran
   b. Prepared By
   Jasoin Jancaltis P.E.
   c. Signed and Stamped by
   November 28, 2019
   d. Final Revision Date
   As Noted
   e. Scale
   f. Additional Plan or Document Title
   The Stormwater Management Report
   g. Date
   11/15/2019

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

   Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

   a. ☐ Public Water Supply
   b. ☐ Land Containing Shellfish
   c. ☐ Prevention of Pollution
   d. ☐ Private Water Supply
   e. ☐ Fisheries
   f. ☐ Protection of Wildlife Habitat
   g. ☐ Groundwater Supply
   h. ☐ Storm Damage Prevention
   i. ☐ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

   Approved subject to:

   a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.
B. Findings (cont.)

Denied because:

b. □ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. A description of the performance standards which the proposed work cannot meet is attached to this Order.

c. □ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act’s interests, and a final Order of Conditions is issued. A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).

3. □ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) [a. linear feet]

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

<table>
<thead>
<tr>
<th>Resource Area</th>
<th>Proposed Alteration</th>
<th>Permitted Alteration</th>
<th>Proposed Replacement</th>
<th>Permitted Replacement</th>
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<tbody>
<tr>
<td>4. □ Bank</td>
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<td>5. □ Bordering Vegetated Wetland</td>
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<td>6. □ Land Under Waterbodies and Waterways</td>
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<td>7. □ Bordering Land Subject to Flooding</td>
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<td>Cubic Feet Flood Storage</td>
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<td>8. □ Isolated Land Subject to Flooding</td>
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<tr>
<td>Cubic Feet Flood Storage</td>
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<td>9. □ Riverfront Area</td>
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<td>Sq ft within 100 ft</td>
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<td>Sq ft between 100-200 ft</td>
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### B. Findings (cont.)

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

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<tr>
<th></th>
<th>Proposed Alteration</th>
<th>Permitted Alteration</th>
<th>Proposed Replacement</th>
<th>Permitted Replacement</th>
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<tbody>
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<td>10.</td>
<td>Designated Port Areas</td>
<td>Indicate size under Land Under the Ocean, below</td>
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<td>11.</td>
<td>Land Under the Ocean</td>
<td>a. square feet</td>
<td>b. square feet</td>
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<tr>
<td></td>
<td></td>
<td>c. c/y dredged</td>
<td>d. c/y dredged</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Barrier Beaches</td>
<td>Indicate size under Coastal Beaches and/or Coastal Dunes below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Coastal Beaches</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Coastal Dunes</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Coastal Banks</td>
<td>a. linear feet</td>
<td>b. linear feet</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Rocky Intertidal Shores</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Salt Marshes</td>
<td>306</td>
<td>306</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Land Under Salt Ponds</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. c/y dredged</td>
<td>d. c/y dredged</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Land Containing Shellfish</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. square feet</td>
<td>d. square feet</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Fish Runs</td>
<td>Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. c/y dredged</td>
<td>b. c/y dredged</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Land Subject to Coastal Storm Flowage</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Riverfront Area</td>
<td>a. total sq. ft</td>
<td>b. total sq. ft</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sq ft within 100 ft</td>
<td>c. square feet</td>
<td>d. square feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sq ft between 100-200 ft</td>
<td>e. square feet</td>
<td>f. square feet</td>
<td></td>
</tr>
</tbody>
</table>
B. Findings (cont.)

23. □ Restoration/Enhancement *:

   a. square feet of BVW
   b. square feet of salt marsh

24. □ Stream Crossing(s):

   a. number of new stream crossings
   b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.

2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.

3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
   a. The work is a maintenance dredging project as provided for in the Act; or
   b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order;
   c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.

5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).

6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 1/8/2023 unless extended in writing by the Department.

7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"

"File Number 059-1457"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.

12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.

13. The work shall conform to the plans and special conditions referenced in this order.

14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.

15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.

16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls if deemed necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

19. The work associated with this Order (the "Project")
   (1) ☒ is subject to the Massachusetts Stormwater Standards
   (2) ☐ is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
   i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
   ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
   iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

g) The responsible party shall:
   1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
   2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
   3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.
D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No

2. The ________________________________ Conservation Commission hereby finds (check one that applies):

a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Quincy Wetlands Protection Act 401-87

1. Municipal Ordinance or Bylaw

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

1. A copy of the Order of Conditions and Approved Plans shall be on-site during all operations.
2. Prior to any activity on site, the Applicant shall inform the Commission of the Name and Contact information of the on-site Construction Supervisor as well as the start date of the project.
3. Erosion and sediment control shall be maintained at all times and not removed until approved by the Commission.
4. Comply with comment letters from all City Departments; All DEP & Commission Requests

5. All Work shall avoid impacts of any kind to the existing Saltmarsh Vegetation as shown on revised Sheets C-100, C-101, ans C-102. The sheet piling used for temporary excavation support shall be installed in a manner that will not cause damage to Saltmarsh Vegetation during installation, excavation for the pump station footings, or removal.
E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance. Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

January 8, 2020

1. Date of issuance
2. Number of Signers

Signatures:

Maureen Glynn
James Barton
E. James Toro

☐ by hand delivery on ____________

Date ____________

Jeffrey Graeber
John T. Brennan
Christopher Keenan

☑ by certified mail, return receipt requested on ____________

Date ____________

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
SECTION 00 73 38

D/MBE & D/WBE REQUIREMENTS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. All provisions that are not so amended or supplemented remain in full force and effect unless amended or supplemented in another Section. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated within the Sections listed below, if any, which are applicable to both the singular and plural thereof.

1.01 SRF REQUIREMENTS

A. This Project is subject to the “Special Provisions for Disadvantaged Business Enterprises” of the Massachusetts Department of Environmental Protection Division of Municipal Services, January 2018 (issued July 2018).

B. Comply with requirements included in attachments to this section.

END OF SECTION
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APPENDIX E
CONSTRUCTION BID SPECIFICATIONS
SPECIAL PROVISIONS FOR DISADVANTAGED BUSINESS ENTERPRISES
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF MUNICIPAL SERVICES

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BACKGROUND

In May 2008 a United States Environmental Protection Agency (EPA) rule became effective that changed the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Program to a Disadvantaged Business Enterprise (DBE) Program.

For firms to qualify under the old MBE/WBE program they needed to be socially disadvantaged and had to be certified by the Supplier Diversity Office (SDO). Under the new DBE rule, the firms must be both socially and economically disadvantaged, citizens of the United States, and certified as a DBE. Women and certain minorities are presumed to be socially disadvantaged. The economic disadvantage is measured by the owner’s initial and continuing personal net worth of less than $1,320,000.

Because the Clean Water Act requires the use of MBEs and WBEs, these firms will still be utilized in the State Revolving Fund (SRF) Loan Program, but they must also be certified as DBEs.

SDO will continue to be the certifying agency for the SRF program. SDO certifies firms under the federal Department of Transportation program, which is acceptable for use in the SRF program. An additional form has been added to the DBE package to verify that DBEs are owned or controlled by United States citizens.

BID SPECIFICATIONS

I. In this contract, the percentage of business activity to be performed by disadvantaged business enterprise(s) (DBE) shall not be less than the following percentages of the total contract price or the percentage submitted by the contractor in the Schedule of Participation, whichever is greater:

Disadvantaged MBE (D/MBE) 4.2% Disadvantaged WBE (D/WBE) 4.5%
II. DEFINITIONS

For the purpose of these provisions, the following terms are defined as follows:

A. **Awarding Authority** – Entity that awards a prime contract under a State Revolving Fund loan.

B. **Bidder** - Any individual, partnership, joint venture, corporation, or firm submitting a price, directly or through an authorized representative, for the purpose of performing construction or construction related activities under a Contract.

C. **Certified DBE** – A DBE certified by the United States Small Business Administration, under its 8(a) Business Development Program (13 CFR part 124, subpart A) or its Small Disadvantaged Business Program (13 CFR part 124, subpart B); The United States Department of Transportation (DOT), under its regulations for Participation by DBBs in DOT programs (49 CFR parts 23 and 26); or SDO in accordance with 40 CFR part 33; provided that the certification meets the U.S. citizenship requirement under 40 CFR §33.202 or §33.203.

D. **Compliance Unit** - A subdivision of MassDEP’s Affirmative Action Office designated to ensure compliance under these provisions.

E. **Contractor** - Any business that contracts or subcontracts for construction, demolition, renovation, survey, or maintenance work in the various classifications customarily used in work and that is acting in this capacity under the subject contract.

F. **Construction Related Services** - Those services performed at the work site ancillary to, and/or in support of, the construction work, such as hauling, trucking, equipment operation, surveying or other technical services, etc. For the purposes hereof, supply and delivery of materials (e.g. pre-cast concrete elements) to the site by a supplier who has manufactured those goods, or substantially altered them before re-sales shall be considered as “construction related services”.

G. **Construction Work** - The activities at the work site, or labor and use of materials in the performance of constructing, reconstructing, erecting, demolishing, altering, installing, disassembling, excavating, etc, all or part of the work required by the Contract Documents.

H. **Disadvantaged Business Enterprise (DBE)** - An entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
I. **Equipment Rental Firm** - A firm that owns equipment and assumes actual and contractual responsibility for renting said equipment to perform a useful function of the work of the contract consistent with normal industry practice.

J. **Good Faith Efforts** – The race and/or gender neutral measures described in 40 CFR 33, subpart C.

K. **HUBZone** - A historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified metropolitan counties, or lands within the external boundaries of an Indian reservation.

L. **HUBZone small business concern** - A small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

M. **Joint Venture** - An agreement between SDO certified DBE and a non-DBE or non-DBE controlled enterprise.

   1. A pairing of companies will be considered a DBE joint venture if the SDO certified DBE which is part of the relationship has more than 51% of the profits that are derived from that project.

   2. A joint venture between a certified DBE subcontractor and a non DBE subcontractor, in which the DBE for that proportion of the joint venture’s contract equal to the DBE participation in the joint venture.

   3. Whenever a general bid is filed by a joint venture with a certified DBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a DBE for that portion of the joint venture’s contract equal to the DBE participation in the joint venture. **Minority** As deemed by SDO.

N. **Labor surplus area firm (LSAF)** - A concern that together with its first-tier subcontractors will perform substantially in labor surplus areas (as identified by the Department of Labor in accordance with 20 CFR part 654). Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

O. **Letter of Intent** – Certified document signed by the principal(s) of the DBE with respect to the work to be performed under contract.

P. **Local Government Unit (LGU)** – A city, town, or municipal district which applies for a loan under the Clean Water Trust Program.

Q. **Material Supplier** – A vendor certified by SDO as a DBE in sales to supply industry from an established place of business or source of supply, and that vendor.
1. Manufactures goods from raw materials, or substantially utilizes them in the work, or substantially alters them before resale, entitling the general contractor to DBE credit for 100% of the purchase order.

2. Provides and maintains a storage facility for materials utilized in the work, entitling the general contractor to DBE credit for 10% of the purchase order.

R. **Minority and Women Business Enterprise (M/WBE)** – Any business concern certified by the SDO as a bona-fide M/WBE. A bona-fide M/WBE is a business whose minority group/women ownership interests are real, which have at least 51% ownership and control over management and operation.

S. **Percent of Total Price** – Is the percentage to be paid to the DBE, work they perform, as compared to the total bid price.

T. **Recipient** - An agency, person or political subdivision which has been awarded or received financial assistance by the Trust or MassDEP.

U. **Small business, small business concern or small business enterprise (SBE)** - A concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

V. **Small business in a rural area (SBRA)** - A small business operating in an area identified as a rural county with a code 6-9 in the Rural-Urban continuum Classification Code developed by the United States Department of Agriculture in 1980.

W. **SDO** – The Supplier Diversity Office.

X. **Subcontractor** – A company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Y. **Total Contract Price** – The total amount of compensation to be paid for all materials, work or services rendered in the performance of the contract.

Z. **Trust** – The Massachusetts Clean Water Trust established by M.G.L. c.29.
III. REQUIREMENTS FOR CONTRACT AWARD

DBE packages must be submitted by the two lowest bidders on the project. Following bid opening, the LGU shall notify the two lowest bidders to submit DBE packages to the LGU or the LGUs consultant, as directed. By the close of business on the third business day after notification, the two lowest bidders, including a bidder who is a MBE, WBE or DBE, shall submit the following information:

A. A Schedule of Participation (Form EEO-DEP-190). The Schedule of Participation shall list those certified DBEs the bidder intends to use in fulfilling the contract obligations, the nature of the work to be performed by each certified DBE subcontractor and the total price they are to be paid.

1. A listing of bona-fide services such as a professional, technical, consultant or managerial services, assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, and reasonable fees or commissions charged.

2. A listing of haulers, truckers, or delivery services, not the contractors, including reasonable fees for delivery of said materials or supplies to be included on the project.

B. A Letter of Intent (Form EEO-DEP-191) for each DBE the bidder intends to use on the project. The Letter of Intent shall include, among other things, a reasonable description of the work the certified DBE is proposing to perform and the prices the certified DBE proposes to charge for the work. A Letter of Intent shall be jointly signed by the certified DBE and the General Contractor who proposes to use them in the performance of the Contract.

C. Each DBE must also sign and return the DBE Certification of United States Citizenship form to verify that the firm is owned or controlled by a United States citizen.

D. The SDO “DBE Certification” as prepared by each certified DBE.

E. A completed Request for Waiver form and backup documentation should the goals not be achieved (See IV below).

IV. REQUIREMENTS FOR MODIFICATION OR WAIVERS.

The bidder shall make every possible effort to meet the minimum requirements of certified DBE participation. If the percentage of DBE participation submitted by the bidder on its Schedule of Participation (EEO-DEP-190) does not meet the minimum requirements, the bid may be rejected by the Awarding Authority and found not to be eligible for award of the contract.
In the event that the bidder is unable to meet the minimum requirements of DBE participation, the bidder shall submit with his/her submittal required in Section III. Requirement of Contract Award a Request for Waiver form (EEO-DEP-490). The Awarding Authority shall review the waiver request to determine if the request should proceed. If approved by the Awarding Authority, the Awarding Authority shall submit the waiver request and supporting documentation, with a recommendation to MassDEP within five days of receipt of the Request for Waiver. MassDEP in conjunction with the project manager, Compliance Unit, will determine whether the waiver will be granted.

The waiver request shall include detailed information as specified below to establish that the bidder has made a good faith effort to comply with the minimum requirements of DBE participation specified in Part I. In addition, the bidder must show that such efforts were undertaken well in advance of the time set for opening of bids to allow adequate response. A waiver request shall include the following:

A. A detailed record of the effort made to contact and negotiate with the certified DBE, including, but not limited to:

1. names, addresses and telephone numbers of all such companies contacted;

2. copies of written notices(s) which were sent to certified DBE potential subcontractors, prior to bid opening;

3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and

4. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price;

5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation.

B. MassDEP may require the bidder to produce such additional information as it deems appropriate.

C. No later than fifteen (15) days after MassDEP receives all required information and documentation, it shall make a decision in writing, whether the waiver is granted and shall provide that determination to the bidder and Awarding Authority. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing. If the waiver request is denied, the bid shall be rejected by the Awarding Authority, or the contract will be determined ineligible for SRF funding.

If a Request for Waiver is denied by MassDEP and the bid is rejected by the Awarding Authority, the Awarding Authority may then move to the second bidder on the project. At the Awarding Authority’s discretion, it may collect a DBE package from the third bidder on the project.
V. DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

A. Reporting Requirements

1. The Contractor’s utilization of certified DBEs will be documented based upon submittal of the LGU’s monthly Payment Requisitions as reported on Form-2000. The Form-2000 form will show all certified DBEs performing work on the project regardless of any billing activity for that month. For auditing and accounting purposes, the Contractor periodically may be required to submit copies of canceled checks verifying that payments have been made to the certified DBE as listed on the schedule. The Contractor may also be required to submit current schedules on utilization of all DBEs to indicate when their services will commence and be billed for.

2. During the life of the Contract, the Contractor’s fulfillment of the percentage requirements in Part I shall be determined with reference to the Contract price as follows:

   A. If the price in the Contract executed exceeds the base bid price (e.g., because an alternate was selected or because bill prices were used in awarding the Contract), the Contractor shall submit for approval by MassDEP a revised Schedule of Participation by certified DBEs satisfying the percentage requirements and such other information concerning additional DBE participation as may be requested by MassDEP.

   B. If the Contract price increases after execution due to change orders or other adjustments, MassDEP may require the Contractor to subcontract additional work or to purchase additional goods and services from certified DBEs up to the percentages stated in Part I.

VI. COMPLIANCE

A. If the Schedule or any of the Letters of Intent are materially incomplete or not submitted in a timely manner, the LGU may rescind its vote of award; treat the bid informal as to substance and reject the bid. If the bid is incomplete in any other respect than the Schedule the LGU with the approval of MassDEP may waive the informalities upon satisfactory completion of the required information by the Contractor and the certified DBE as applicable.

B. If the LGU finds that the percentage of certified DBE participation submitted by the contractor on its Schedule does not meet the percentage requirement in Part I, it shall rescind its vote of award and find such contractor not to be eligible for award of the contract.
C. The Contractor shall not perform with its own organization, or subcontract to any other primary or subcontractor any work designated for the named certified DBEs on the schedule submitted by the Contractor under Part III without the approval of MassDEP.

D. A Contractor’s compliance with the percentage requirement in Part I shall continue to be determined by reference to the required percentage of the total contract price as stated in Section I even though the total of actual contract payments may be greater or less than the bid price.

E. If the Contractor for reasons beyond its control cannot comply with Part III in accordance with the Schedule submitted under Part III, Section B, the contractor must submit to MassDEP as soon as they are aware of the deficiency, the reason for its inability to comply. Proposed revisions to the Schedule stating how the contractor intends to meet its obligations under these conditions must be submitted within ten (10) working days of notification.

F. If the Contractor is becomes aware by any means that that DBE is no longer certified, the Contractor shall immediately notify MassDEP. The Contractor shall use good faith efforts to retain a substitute certified DBE.

G. If a certified DBE listed by the bidder in its Schedule of M/WBE contractors fails to obtain a performance or payment bond requested by the bidder, said failure shall not entitle the bidder to avoid the requirements of Part III (A). After a bidder has been awarded the contract, he shall not change the certified DBE listed in its Schedule at the time of the award or make any other such substitutions without the written approval of MassDEP.

VII. SANCTIONS

A. If the Contractor does not comply with the terms of these Special Provisions, the Awarding Authority may (1) suspend any payment for the work that should have been performed by a certified DBE pursuant to the schedule, or (2) require specific performance of the Contractor’s obligation by requiring the Contractor to subcontract with a DBE for any contract or specialty item at the contract price established for that item in the proposal submitted by the Contractor.

B. To the extent that the Contractor has not complied with the terms of these Special Provisions, the Awarding Authority may retain in connection with Estimates and Payments an amount determined by multiplying the bid price of this contract by the percentage in Section I, less the amount paid to DBE’s for work performed under the contract and any payments already suspended under VII A.

C. The Awarding Authority may suspend, terminate or cancel this contract, in whole or in part, or may call upon the Contractor’s surety to perform all terms and conditions in the contract, unless the contractor is able to demonstrate his compliance with the terms.
of these Special Provisions, and further deny to the Contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

D. In any proceeding involving the imposition of sanctions by the Awarding Authority, no sanctions shall be imposed if the Awarding Authority finds that the contractor has taken every possible measure to comply with these Special Provisions or that some other justifiable reason exists for waiving these Special Provisions in whole or in part.

E. The contract shall provide such information as is necessary in the judgment of the Awarding Authority to ascertain its compliance with the terms of these Special Provisions.

F. A contractor shall have the right to request suspension of any sanctions imposed under this section upon demonstrating that he is in compliance with these Special Provisions.
SCHEDULE OF PARTICIPATION FOR SRF CONSTRUCTION

Project Title: __________________________ Project Location: _________________________

Disadvantaged Minority Business Enterprise Participation in the SRF Loan Work

<table>
<thead>
<tr>
<th>Name &amp; Address of D/MBE</th>
<th>Nature of Participation</th>
<th>Dollar Value of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total D/MBE Commitment: $__________________
Percentage D/MBE Participation = \( \frac{\text{Total D/MBE Commitment}}{\text{Bid Price}} \) = \%___________________

Disadvantaged Women Business Enterprise Participation in the SRF Loan Work

<table>
<thead>
<tr>
<th>Name &amp; Address of D/WBE</th>
<th>Nature of Participation</th>
<th>Dollar Value of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total D/WBE Commitment: $__________________
Percentage D/WBE Participation = \( \frac{\text{Total D/WBE Commitment}}{\text{Bid Price}} \) = \%___________________

The Bidder agrees to furnish implementation reports as required by MassDEP to indicate the D/MBEs and D/WBE(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of Bidder: ____________________________________________

Date: ________________  By: ____________________________________  Signature

NOTE: Participation of a DBE may be counted in only their certified category; the same dollar participation cannot be used in computing the percentage of D/MBE participation and again of D/WBE participation.
LETTER OF INTENT FOR SRF CONSTRUCTION

This form is to be completed by the D/MBE and D/WBE and must be submitted by the Bidder no later than close of business on the third business day after notification by the LGU. A separate form must be completed for each D/MBE and D/WBE involved in the project.

Project Title: ___________________________  Project Location: ___________________________

TO: ________________________________________
    (Name of Bidder)

FROM: _______________________________________
    (Please Indicate Status  [ ] D/MBE  or  [ ] D/WBE)

I/we intend to perform work in connection with the above project as (check one):

[ ] An individual  [ ] A partnership
[ ] A corporation  [ ] A joint venture with: ___________________________________________________________________________
[ ] Other (explain): ___________________________________________________________________________

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

DBE PARTICIPATION

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Date of Project Commencement</th>
<th>$ Amount</th>
<th>% Bid Price</th>
</tr>
</thead>
</table>

$  %

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

BIDDER

(Authorized Original Signature)  Date
ADDRESS:
TELEPHONE #:
FEIN:
EMAIL ADDRESS:

DBE

(Authorized Original Signature)  Date
ADDRESS:
TELEPHONE #:
FEIN:
EMAIL ADDRESS:

ORIGINALS:

* Compliance Mgr. City/Town Project Location
* DEP Program Manager for DEP’s AAO Director

* Attach a copy of current (within 2 years) DBE Certification

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EEO-DEP-E Page 11 of 16
DBE CERTIFICATION OF UNITED STATES CITIZENSHIP

For the SRF program, under the EPA Disadvantage Business Enterprise (DBE) Rule, a DBE must be owned or controlled by a socially and economically disadvantaged person that is also a citizen of the United States (See 40 CFR 33.202). “Ownership” is defined at 13 CFR 124.105 and “control” is defined at 13 CFR 124.106.

DBEs are certified for the SRF program through the Supplier Diversity Office using the federal Department of Transportation (DOT) DBE rules. EPA allows the use of DBEs certified under the DOT rules as long as they are also United States citizens. To ensure compliance with the EPA rule, MassDEP must verify United States citizenship through the completion of the following form for each DBE used on the project.

SRF Project Number ______________________
Contract Number ______________________
Contract Title ____________________________________________________________
DBE Subcontractor _________________________________________________________

The undersigned, on behalf of the above named DBE subcontractor, hereby certifies that the DBE firm is either owned or controlled by a person or persons that are citizens of the United States.

__________________________
Printed Name and Title of DBE Signatory

__________________________
DBE Signature

__________________________
Date
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM DBE SUBCONTRACTOR PARTICIPATION FORM

The United States Environmental Protection Agency (EPA) requires that this form be provided to all subcontractors on the project. At the option of the subcontractor, this form may be filled out and submitted directly to the EPA DBE Coordinator.

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR</th>
<th>PROJECT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>CONTRACT NO.</td>
</tr>
<tr>
<td>TELEPHONE NO.</td>
<td>E-MAIL ADDRESS</td>
</tr>
</tbody>
</table>

PRIME CONTRACTOR NAME:

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR</th>
<th>AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Subcontractor Signature __________________________ Title/Date __________________________

Equivalent to EPA form 6100-2
REQUEST FOR WAIVER FOR SRF CONSTRUCTION

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for DBE participation, the Bidder may seek relief either partially or entirely from these requirements by submitting a completed waiver package by the close of business on the third business day after notification by the LGU. Failure to comply with this process shall be cause to reject the bid thereby rendering the Bidder not eligible for award of the contract.

General Information

Project Title:  
Project Location:  
Bid Opening (time/date):  
Bidder:  
Mailing Address:  
Contact Person:  
Telephone No.  ( )  Ext.

Minimum Requirements

The bidder must demonstrate that good faith efforts were undertaken to comply with the percentage goals as specified. The firm seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

A. A detailed record of the effort made to contact and negotiate with disadvantaged minority and/or woman owned businesses, including:

1. names, addresses, telephone numbers and contact dates of all such companies contacted;

2. copies of written notice(s) which were sent to DBE potential subcontractors prior to bid opening;

3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and

4. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price.

5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation;
B. MassDEP may require the bidder to produce such additional information as it deems appropriate.

C. No later than fifteen (15) days after submission of all required information and documentation, MassDEP shall make a determination, in writing, whether the waiver request is granted and shall provide that determination to the bidder and Awarding Authority. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my knowledge and that I have been authorized to act on behalf of the bidder in this matter.

__________________________________________  _________________________________
(authorized original signature)                  DATE
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF MUNICIPAL SERVICES  

STATE REVOLVING FUND LOAN PROGRAM – SCHEDULE OF SUBCONTRACTOR PARTICIPATION  

Local Governmental Unit ________________________________  
Project Name ___________________________________________  
SRF Identification Number ________________________________  
General Contractor ______________________________________  
Contract Value __________________________________________  

The United States Environmental Protection Agency (EPA) requires that all SRF borrowers develop and maintain a list of all MBE/WBE and non MBE/WBE subcontractors on the project.  

This form must be completed and returned to MassDEP within 90 days of award of the contract.  

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Point of Contact</th>
<th>Mailing Address</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
<th>MBE</th>
<th>WBE</th>
<th>DBE</th>
<th>Subcontract Value</th>
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SECTION 00 73 43

WAGE RATE REQUIREMENTS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. All provisions that are not so amended or supplemented remain in full force and effect unless amended or supplemented in another Section. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated within the Sections listed below, if any, which are applicable to both the singular and plural thereof.

The content of this Section does not represent or reflect all applicable Laws and Regulations and may only include excerpts and portions of certain Laws and Regulations. Other provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

The Project is subject to prevailing wage rates as issued by the Director of the Executive Office of Labor and Workforce Development (EOLWD), Department of Labor Standards (DLS) and the requirements of MGL Chapter 149, Sections 26, 27 and 27A to 27H. Pursuant to MGL Chapter 149, Section 34B, wages paid to reserve police officers shall be the same prevailing rate of wage paid to regular police officers at the location of the Project.

Comply with requirements available on the Executive Office of Labor and Workforce Development website at https://www.mass.gov/prevailing-wage-program

Submit required records and statements of compliance in accordance with MGL Chapter 149, Section 27B using the latest Weekly Payroll and Compliance forms available on the EOLWD website. Copies included in this section are for information only.

This Project is also subject to Federal Minimum Wage Rates determined by the United States Department of Labor under the Davis-Bacon Act (40 USC 3141 et seq.). Comply with the latest requirements available on the U.S. Department of Labor Wage and Hour Division website at www.dol.gov/whd/govcontracts/dbra.htm.

Wage determination schedules are included at the end of this section. In case of discrepancy between state wage rates and Federal wage rates, if any, the higher wage rates shall apply.

ATTACHMENTS

A. Massachusetts Prevailing Wage Law guidance and forms
B. Davis Bacon Act Requirements
C. Wage Determination Schedules

END OF SECTION
Massachusetts Prevailing Wage Law for Contractors

Prevaling Wage Law for public works projects

Massachusetts Prevailing Wage Law for contractors

Massachusetts Prevailing Wage Guide for contractors

What is the Prevailing Wage Law?

The Massachusetts Prevailing Wage Law for public works projects G.L. c. 149, §§ 26 - 27 ("The Prevailing Wage Law") establishes minimum wage rates for workers on public construction projects. The Massachusetts Executive Office of Labor and Workforce Development, Department of
Labor Standards (DLS) is the agency responsible for issuing prevailing wage rate sheets and administering the Prevailing Wage Law. The Massachusetts Attorney General’s Fair Labor Division is responsible for enforcing the law. If contractors fail to comply with any provision of the Prevailing Wage Law or if you believe a contractor is not paying prevailing wages, you should contact the Attorney General’s Fair Labor Division at (617) 727-3465.

Before soliciting bids for any public construction project an awarding authority must obtain a prevailing wage rate sheet from DLS. Each prevailing wage rate sheet applies only to the public construction project for which it is issued. The prevailing wage rates for each construction project are in effect for 90 days from the date of issue. Projects not bid within 90 days of the issued rates will require the awarding authority to request new prevailing wage rates. Once a project has been awarded, the prevailing wage rate schedule will apply for the duration of any contracts which result from that bid, except in the case of multi-year projects. For projects lasting more than one year, the awarding authority must request annual updates to the wage schedules (see FAQs below for more information on annual updates). All wage increases listed on the schedule, if any, must be paid on the dates indicated.

During the project, it is the contractor’s responsibility to submit certified weekly payroll records to the awarding authority by first class mail or by electronic mail. Weekly payroll report forms and required statements of compliance are available on DLS’ website. All information set forth on the form must be provided. Failure to submit certified weekly payroll records
and statements of compliance may result in fines of up to $10,000 per occurrence.

Q. How can I determine the Prevailing Wage rates for bidding on a project?

A. Under the law, the awarding authority is required to include the rate sheet in the bid documents. In addition, for bidding purposes, you may request an "Example Rate Sheet" by accessing the DLS website. If you have questions or problems obtaining an Example Rate Sheet, you may call (617) 626-6953. **Notwithstanding information contained on an Example Rate sheet, the wage rates which a contractor must pay to its workers if awarded the contract are those contained on the official rate sheet obtained by the awarding authority.**

Q. Which benefits are included in the Prevailing Wage rate?

A. Payments by employers to health and welfare plans, pension plans and supplemental unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers are included in the wage rates. G.L. c. 149, §§ 26 and 27. Only those amounts contributed by an employer to a bonafide health and welfare, pension or supplemental unemployment plan may be deducted from the wage rate.

Q. Why does the Rate Sheet contain both percentages and dollar figures for the apprentice rates?
A. Effective March 18, 2010, DLS began to publish on the prevailing wage rate sheets, the actual apprentice wage rates including the enumerated benefits described above. To the extent that the employer actually contributes, on behalf of the employee, to a health and welfare, pension or supplementary unemployment plan, the employer may deduct the amount contributed from the apprentice wage rate published on the rate sheet, just as they may for journeyman. Although for a period of time the percentages may still appear on the rate sheets, for projects that include wage schedules issued from this date forward, contractors should no longer calculate the apprentice rate based upon the percentage, but instead shall pay no less than the wage rate listed on the rate sheet.

Q. What if I have a question about a classification on the Rate Sheet?

A. The DLS website contains a Topical Index that contains details regarding classifications, among other information. In addition, the website contains DLS Opinion Letters from 2000 onward which contain detailed information about many of the classifications. If you cannot find an answer or have further questions, you must call the DLS at (617) 626-6952.

Q. Is preventative maintenance work covered by the Prevailing Wage Law?

A. Maintenance or repair which involve any "additions or alterations" to a public work is covered under the prevailing wage law.

Q. What is an annual update?
A. On August 8, 2008, the prevailing wage law was amended to require annual updates to prevailing wage rate sheets for all public construction projects lasting longer than one year. This law applies to all public construction contracts bid on or after August 8, 2008. This law does not affect contracts bid prior to August 8, 2008.

Q. What if the Awarding Authority estimates that the project will last less than one tear, but the work extends into a second contract year?

A. The awarding authority must request an annual update, and the contractor must obtain and pay those rates.

Q. What are my obligations as a contractor for annual updates?

A. General Contractors must obtain these updated schedules from awarding authorities, and general and sub-contractors must pay no less than these rates to covered workers. Updated schedules must also be posted in a conspicuous place at the worksite during the life of the contract. Failure to comply with the prevailing wage law may result in civil or criminal penalties and/or sanctions under M.G.L. c. 149, §27C.
In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

---

**STATEMENT OF COMPLIANCE**

_______________, 20_______

I, __________________________________________, (Name of signatory party) (Title)
do hereby state:

That I pay or supervise the payment of the persons employed by ___________________________ on the ______________________________ (Contractor, subcontractor or public body) (Building or project)

and that all mechanics 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 ________________________________
## Massachusetts Weekly Certified Payroll Report Form

**Company's Name:**

**Address:**

**Phone No.:**

**Payroll No.:**

**Employer's Signature:**

**Title:**

**Contract No.:**

**Tax Payer ID Number:**

**Work Week Ending:**

**Awarding Authority's Name:**

**Public Works Project Name:**

**Public Works Project Location:**

**Min. Wage Rate Sheet Number:**

**General / Prime Contractor's Name:**

**Subcontractor's Name:**

### "Employer" Hourly Fringe Benefit Contributions

<table>
<thead>
<tr>
<th>(B+C+D+E)</th>
<th>(A x F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hourly Prev. Wage (F)</td>
<td>Project Gross Wages</td>
</tr>
<tr>
<td>Check No. (H)</td>
<td></td>
</tr>
</tbody>
</table>

### Employee Name & Complete Address

<table>
<thead>
<tr>
<th>Work Classification:</th>
<th>Employee is OSHA 10 certified (?)</th>
<th>Appr. Rate (%)</th>
<th>Hours Worked</th>
<th>Project Hours (A)</th>
<th>Hourly Base Wage (B)</th>
<th>Health &amp; Welfare Insurance (C)</th>
<th>ERISA Pension Plan (D)</th>
<th>Supp. Unemp. (E)</th>
<th>Total Hourly Prev. Wage (F)</th>
<th>Project Gross Wages</th>
</tr>
</thead>
<tbody>
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<td>Su. Mo. Tu. We. Th. Fr. Sa.</td>
<td>All Other Hours</td>
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</table>

### Notes

- Are all apprentice employees identified above currently registered with the MA DLS’s Division of Apprentice Standards?
- For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.
- **NOTE:** Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Page _______ of ________

Date Received by Awarding Authority: ____________
APPENDIX G
Davis Bacon Act Requirements

All construction projects are subject to the Davis Bacon wage rate requirements and must include the appropriate sections of the following document in its entirety in the contract documents.

The vast majority of SRF projects will be bid by Governmental Entities (i.e., Cities, Towns, Authorities, Water Districts, Wastewater Districts). These projects must include the following language in construction contracts:

I.4. Contract Provisions for Contracts in Excess of $100,000 (if applicable)
I.5. Compliance Verification

This language may be found on pages DB-3-DB-11.

In certain cases, SRF projects may be bid by non-Governmental Entities (i.e., private water companies, private PWSs, etc.). These projects must include the following language in construction contracts:

II.4. Contract Provisions for Contracts in Excess of $100,000 (if applicable)
II.5. Compliance Verification

This language may be found on pages DB-11-DB-21

Preamble

With respect to the Clean Water and Safe Drinking Water State revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients’ compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has
questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Valerie Marshall at EPA Region 1 (617-918-1674) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL’s web site at https://www.dol.gov/whd/govcontracts/dbra.htm

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

   (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

   (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient’s contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL’s wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient’s contractor must be compensated for any increases in wages resulting from the use of DOL’s revised wage determination.


(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2012 Appropriations Act, the following clauses:

(1) Minimum wages.

   (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Subrecipients may obtain wage determinations from the U.S. Department of Labor’s web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29
CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other
Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor’s submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its
assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/whd_district_offices.pdf.

II. Requirements For Subrecipients That Are Not Governmental Entities

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Valerie Marshall at EPA Region 1 (617-918-1674) for guidance. The recipient or subrecipient may also obtain additional guidance from DOL’s web site at https://www.dol.gov/whd/govcontracts/dbra.htm

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.
(a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient’s contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL’s wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient’s contractor must be compensated for any increases in wages resulting from the use of DOL’s revised wage determination.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2011 Full-Year Continuing Appropriation, the following clauses:

(1) Minimum wages.

   (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Subrecipients may obtain wage determinations from the U.S. Department of Labor’s web site, www.dol.gov.

   (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is
available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of
fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor’s submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/whd_district_offices.pdf.
Awarding Authority: City of Quincy, MA
Contract Number: 0229766.05
City/Town: QUINCY
Description of Work: Strand Pump Station - Demo and replace PS control bldg & equipment, wastewater wet well, valve vault, mechanical equipment, rehab of stormwater wet well & valve vault & replace storm pumps & valves.
Job Location: 29 The Strand, Quincy MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Issue Date: 03/11/2020 Wage Request Number: 20200311-010
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**Issue Date:** 03/11/2020  **Wage Request Number:** 20200311-010  **Page 2 of 39**
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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| LABORERS - ZONE 1                   | 06/01/2020     | $40.39    | $8.10  | $16.60  | $0.00                     | $65.09     |
|                                      | 12/01/2020     | $41.37    | $8.10  | $16.60  | $0.00                     | $66.07     |
|                                      | 06/01/2021     | $42.39    | $8.10  | $16.60  | $0.00                     | $67.09     |
|                                      | 12/01/2021     | $43.40    | $8.10  | $16.60  | $0.00                     | $68.10     |

For apprentice rates see "Apprentice- LABORER"

| BLOCK PAVER, RAMMER / CURB SETTER    | 12/01/2019     | $39.90    | $8.10  | $16.60  | $0.00                     | $64.60     |
| LABORERS - ZONE 1                   | 06/01/2020     | $40.89    | $8.10  | $16.60  | $0.00                     | $65.59     |
|                                      | 12/01/2020     | $41.87    | $8.10  | $16.60  | $0.00                     | $66.57     |
|                                      | 06/01/2021     | $42.89    | $8.10  | $16.60  | $0.00                     | $67.59     |
|                                      | 12/01/2021     | $43.90    | $8.10  | $16.60  | $0.00                     | $68.60     |

For apprentice rates see "Apprentice- LABORER"

| BOILER MAKER                        | 01/01/2020     | $46.10    | $7.07  | $17.98  | $0.00                     | $71.15     |
| BOILERMAKERS LOCAL 29               |               |           |        |         |                           |            |

### Apprentice - BOILERMAKER - Local 29

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### Notes:
- Apprentice to Journeyworker Ratio: 1:4

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

### BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE

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For apprentice rates see "Apprentice- LABORER"

### CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE

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For apprentice rates see "Apprentice- LABORER"

### CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE

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For apprentice rates see "Apprentice- LABORER"
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For apprentice rates see "Apprentice- LABORER"

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Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $30.26/ 3&4 $36.18/ 5&6 $54.64/ 7&8 $60.62

Apprentice to Journeyworker Ratio: 1:5

### Carpenter Wood Frame

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CARPENTERS-ZONE 2 (Wood Frame)

All Aspects of New Wood Frame Work

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**Issue Date:** 03/11/2020  
**Wage Request Number:** 20200311-010  
**Page 5 of 39**
### Carpenter (Wood Frame) - Zone 2

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**Notes:**
- % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
- Step 1&2 $19.65/ 3&4 $27.19/ 5&6 $34.50/ 7&8 $37.29
- Apprentice to Journeyworker Ratio: 1:5

### Cement Masonry/Plastering

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**Notes:**
- Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.
- Apprentice to Journeyworker Ratio: 1:3

### Chain Saw Operator

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For apprentice rates see "Apprentice- Laborer"

### Clam Shells/Slurry Buckets/Heading Machines

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**Issue Date:** 03/11/2020 **Wage Request Number:** 20200311-010
## Classification

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### COMPRRESSOR OPERATOR
**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### DELEADER (BRIDGE)
**PAINTERS LOCAL 35 - ZONE 2**

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### Apprentice - PAINTER Local 35 - BRIDGES/TANKS
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Notes:
- Steps are 750 hrs.

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

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**LABORERS - ZONE 1**

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For apprentice rates see "Apprentice- LABORER"

### DEMO: BACKHOE/LOADER/HAMMER OPERATOR
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For apprentice rates see "Apprentice- LABORER"

### DEMO: BURNERS
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**Notes:**
- App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80
- Apprentice to Journeyworker Ratio: 2:3***

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**ELEVATOR CONSTRUCTOR**

**ELEVATOR CONSTRUCTORS LOCAL 4**

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### Apprentices - Elevator Constructor - Local 4

**Effective Date:** 01/01/2020

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

### For Apprentice Rates

**Elevator Constructor Helper**

- **Elevator Constructors Local 4**
  - 01/01/2020: $42.99, Health: $15.73, Pension: $18.41, Total: $77.13
  - 01/01/2021: $44.43, Health: $15.88, Pension: $19.31, Total: $79.62
  - 01/01/2022: $45.93, Health: $16.03, Pension: $20.21, Total: $82.17

**Fence & Guard Rail Erector**

- **Laborers - Zone 1**
  - 12/01/2019: $39.40, Health: $8.10, Pension: $16.60, Total: $64.10
  - 06/01/2020: $40.39, Health: $8.10, Pension: $16.60, Total: $65.09
  - 12/01/2020: $41.37, Health: $8.10, Pension: $16.60, Total: $66.07
  - 06/01/2021: $42.39, Health: $8.10, Pension: $16.60, Total: $67.09
  - 12/01/2021: $43.40, Health: $8.10, Pension: $16.60, Total: $68.10

**Field Eng. Inst. Person - Bldg, Site, Hvy/Hwy**

- **Operating Engineers Local 4**
  - 11/01/2019: $44.18, Health: $12.00, Pension: $15.60, Total: $71.78
  - 05/01/2020: $45.33, Health: $12.00, Pension: $15.60, Total: $72.93
  - 11/01/2020: $46.33, Health: $12.00, Pension: $15.60, Total: $73.93
  - 05/01/2021: $47.48, Health: $12.00, Pension: $15.60, Total: $75.08
  - 11/01/2021: $48.48, Health: $12.00, Pension: $15.60, Total: $76.08
  - 05/01/2022: $49.63, Health: $12.00, Pension: $15.60, Total: $77.23

**Field Eng. Party Chief - Bldg, Site, Hvy/Hwy**

- **Operating Engineers Local 4**
  - 11/01/2019: $45.68, Health: $12.00, Pension: $15.60, Total: $73.28
  - 05/01/2020: $46.83, Health: $12.00, Pension: $15.60, Total: $74.43
  - 11/01/2020: $47.84, Health: $12.00, Pension: $15.60, Total: $75.44
  - 05/01/2021: $49.00, Health: $12.00, Pension: $15.60, Total: $76.60
  - 11/01/2021: $50.01, Health: $12.00, Pension: $15.60, Total: $77.61
  - 05/01/2022: $51.17, Health: $12.00, Pension: $15.60, Total: $78.77

For apprentice rates see "Apprentice - Elevator Constructor" and "Apprentice - Operating Engineers".
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### FLOORCOVERER - Local 2168 Zone I

#### Apprentice Base Wage, Health, Pension, Supplemental, and Total Rate

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**Notes:**
- Steps are 750 hrs.
- % After 09/1/17; 45/45/55/70/70/80/80 (1500hr Steps)

For apprentice rates, see "Apprentice - OPERATING ENGINEERS"

Apprentice to Journeyworker Ratio: 1:1

---

### FORK LIFT/CHERRY PICKER

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice - OPERATING ENGINEERS"

### GENERATOR/LIGHTING PLANT/HEATERS

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice - OPERATING ENGINEERS"

### GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

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## GLAZIER - Local 35 Zone 2

### Apprentice - GLAZIER - Local 35 Zone 2

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

### HOISTING ENGINEER/CRANES/GRADALLS

**Operating Engineers Local 4**

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### Operating Engineers

**Classification:** Operating Engineers - Local 4

**Effective Date:** 12/01/2019

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**Notes:**

- Apprentice to Journeyworker Ratio: 1:6

**HVAC (DUCTWORK)**

**Sheetmetal Workers Local 17 - A**

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For apprentice rates see "Apprentice- Sheetmetal Worker"

**HVAC (ELECTRICAL CONTROLS)**

**Electricians Local 103**

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For apprentice rates see "Apprentice- Electrician"
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

| HVAC (TESTING AND BALANCING - WATER)                | 03/01/2020     | $56.19    | $10.95 | $19.74  | $0.00                     | $86.88     |
| PIPEFITTERS LOCAL 537                              | 09/01/2020     | $57.69    | $10.95 | $19.74  | $0.00                     | $88.38     |
|                                                     | 03/01/2021     | $59.19    | $10.95 | $19.74  | $0.00                     | $89.88     |

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

| HVAC MECHANIC                                       | 03/01/2020     | $56.19    | $10.95 | $19.74  | $0.00                     | $86.88     |
| PIPEFITTERS LOCAL 537                              | 09/01/2020     | $57.69    | $10.95 | $19.74  | $0.00                     | $88.38     |
|                                                     | 03/01/2021     | $59.19    | $10.95 | $19.74  | $0.00                     | $89.88     |

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

| HYDRAULIC DRILLS                                   | 12/01/2019     | $39.90    | $8.10  | $16.60  | $0.00                     | $64.60     |
| LABORERS - ZONE 1                                   | 06/01/2020     | $40.89    | $8.10  | $16.60  | $0.00                     | $65.59     |
|                                                     | 12/01/2020     | $41.87    | $8.10  | $16.60  | $0.00                     | $66.57     |
|                                                     | 06/01/2021     | $42.89    | $8.10  | $16.60  | $0.00                     | $67.59     |
|                                                     | 12/01/2021     | $43.90    | $8.10  | $16.60  | $0.00                     | $68.60     |

For apprentice rates see "Apprentice- LABORER"

| INSULATOR (PIPES & TANKS)                          | 09/01/2019     | $48.44    | $12.80 | $16.40  | $0.00                     | $77.64     |

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

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**Notes:**

Steps are 1 year

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

| IRONWORKER/WELDER            | 03/16/2019        | $46.66  | $8.00   | $23.50  | $0.00                     | $78.16     |
| IRONWORKERS LOCAL 7 (BOSTON AREA) |                 |        |        |        |                         |            |
### Apprentice - **IRONWORKER - Local 7 Boston**

**Effective Date**: 03/16/2019

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**Notes:**
- **Structural 1:6; Ornamental 1:4**

**Apprentice to Journeyworker Ratio:**

**JACKHAMMER & PAVING BREAKER OPERATOR**

**LABORERS - ZONE 1**

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For apprentice rates see "Apprentice- LABORER"

**LABORER**

**LABORERS - ZONE 1**

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### Apprentice - **LABORER - Zone 1**

**Effective Date**: 12/01/2019

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

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**Issue Date**: 03/11/2020  
**Wage Request Number**: 20200311-010
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For apprentice rates see "Apprentice- LABORER"

| LABORER: CEMENT FINISHER TENDER                     | 12/01/2019     | $39.15    | $8.10  | $16.60  | $0.00                      | $63.85     |
| LABORERS - ZONE 1                                   | 06/01/2020     | $40.14    | $8.10  | $16.60  | $0.00                      | $64.84     |
|                                                     | 12/01/2020     | $41.12    | $8.10  | $16.60  | $0.00                      | $65.82     |
|                                                     | 06/01/2021     | $42.14    | $8.10  | $16.60  | $0.00                      | $66.84     |
|                                                     | 12/01/2021     | $43.15    | $8.10  | $16.60  | $0.00                      | $67.85     |

For apprentice rates see "Apprentice- LABORER"

| LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER           | 12/01/2019     | $39.30    | $8.10  | $16.60  | $0.00                      | $64.00     |
| LABORERS - ZONE 1                                   | For apprentice rates see "Apprentice- LABORER" |

| LABORER: MASON TENDER                               | 12/01/2019     | $39.40    | $8.10  | $16.60  | $0.00                      | $64.10     |
| LABORERS - ZONE 1                                   | 06/01/2020     | $40.39    | $8.10  | $16.60  | $0.00                      | $65.09     |
|                                                     | 12/01/2020     | $41.37    | $8.10  | $16.60  | $0.00                      | $66.07     |
|                                                     | 06/01/2021     | $42.39    | $8.10  | $16.60  | $0.00                      | $67.09     |
|                                                     | 12/01/2021     | $43.40    | $8.10  | $16.60  | $0.00                      | $68.10     |

For apprentice rates see "Apprentice- LABORER"

| LABORER: MULTI-TRADE TENDER                         | 12/01/2019     | $39.15    | $8.10  | $16.60  | $0.00                      | $63.85     |
| LABORERS - ZONE 1                                   | 06/01/2020     | $40.14    | $8.10  | $16.60  | $0.00                      | $64.84     |
|                                                     | 12/01/2020     | $41.12    | $8.10  | $16.60  | $0.00                      | $65.82     |
|                                                     | 06/01/2021     | $42.14    | $8.10  | $16.60  | $0.00                      | $66.84     |
|                                                     | 12/01/2021     | $43.15    | $8.10  | $16.60  | $0.00                      | $67.85     |

For apprentice rates see "Apprentice- LABORER"

| LABORER: TREE REMOVER                               | 12/01/2019     | $39.15    | $8.10  | $16.60  | $0.00                      | $63.85     |
| LABORERS - ZONE 1                                   | 06/01/2020     | $40.14    | $8.10  | $16.60  | $0.00                      | $64.84     |
|                                                     | 12/01/2020     | $41.12    | $8.10  | $16.60  | $0.00                      | $65.82     |
|                                                     | 06/01/2021     | $42.14    | $8.10  | $16.60  | $0.00                      | $66.84     |
|                                                     | 12/01/2021     | $43.15    | $8.10  | $16.60  | $0.00                      | $67.85     |

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

| LASER BEAM OPERATOR                                 | 12/01/2019     | $39.40    | $8.10  | $16.60  | $0.00                      | $64.10     |
| LABORERS - ZONE 1                                   | 06/01/2020     | $40.39    | $8.10  | $16.60  | $0.00                      | $65.09     |
|                                                     | 12/01/2020     | $41.37    | $8.10  | $16.60  | $0.00                      | $66.07     |
|                                                     | 06/01/2021     | $42.39    | $8.10  | $16.60  | $0.00                      | $67.09     |
|                                                     | 12/01/2021     | $43.40    | $8.10  | $16.60  | $0.00                      | $68.10     |

For apprentice rates see "Apprentice- LABORER"

| MARBLE & TILE FINISHERS                             | 02/01/2020     | $41.49    | $10.75 | $20.12  | $0.00                      | $72.36     |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE                | 08/01/2020     | $42.57    | $10.75 | $20.27  | $0.00                      | $73.59     |
|                                                     | 02/01/2021     | $43.08    | $10.75 | $20.27  | $0.00                      | $74.10     |
|                                                     | 08/01/2021     | $44.20    | $10.75 | $20.43  | $0.00                      | $75.38     |
|                                                     | 02/01/2022     | $44.67    | $10.75 | $20.43  | $0.00                      | $75.85     |
### Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

#### Effective Date - 02/01/2020

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#### Notes:
- Apprentice to Journeyworker Ratio: 1:3
- MARBLE MASON, TILLELAYERS & TERRAZZO MECH
- BRICKLAYERS LOCAL 3 - MARBLE & TILE

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## Classification

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

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**Effective Date:** 08/01/2020

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

### MECH. SWEEPER OPERATOR (ON CONST. SITES)

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### MECHANICS MAINTENANCE

**OPERATING ENGINEERS LOCAL 4**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### MILLWRIGHT (Zone 1)

**MILLWRIGHTS LOCAL 1121 - Zone 1**

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### Millwright - Local 1121 Zone 1

**Apprentice Effective Date:** 04/01/2019

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**Notes:**
- Steps are 2,000 hours
- Apprentice to Journeyworker Ratio: 1:5

### Mortar Mixer

**Laborers - Zone 1**

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For apprentice rates see "Apprentice - Laborer".

### Oilier (Other Than Truck Cranes, Gradalls)

**Operating Engineers Local 4**

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For apprentice rates see "Apprentice - Operating Engineers".

### Oilier (Truck Cranes, Gradalls)

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For apprentice rates see "Apprentice - Operating Engineers".

### Other Power Driven Equipment - Class II

**Operating Engineers Local 4**

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For apprentice rates see "Apprentice - Operating Engineers".

### Painter (Bridges/Tanks)

**Painters Local 35 - Zone 2**

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

**PAINTER (SIGN, PICTORIAL & DISPLAY)**

06/01/2013 | $25.81 | $7.07 | $7.05 | $0.00 | $39.93
### Apprentice - PAINTER SIGN - Local 35 Zone 2

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

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**Notes:**
Steps are 4 mos.

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

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### Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New
### Effective Date - 01/01/2020

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

PAINTERS LOCAL 35 - ZONE 2

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 1

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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.

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**Notes:**
- Steps are 750 hrs.

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

---

**PAINTER / TAPER (BRUSH, REPAINT)**

**PAINTERS LOCAL 35 - ZONE 2**

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**Effective Date** - 01/01/2020

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**Effective Date** - 07/01/2020

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1
### PILE DRIVER - Local 56 Zone 1

**Effective Date:** 08/01/2019

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

### PIPEFITTER & STEAMFITTER

**Effective Date:** 03/01/2020

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**Effective Date:** 09/01/2020

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**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:**
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For apprentice rates see "Apprentice- LABORER"

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### Apprentice - PLUMBER/GASFITTER - Local 12

#### Effective Date - 03/01/2020

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#### Notes:
**1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$65.32, Step5 with lic$72.89

**Apprentice to Journeyworker Ratio:**

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

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For apprentice rates see "Apprentice- LABORER"

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### Apprentice - ROOFER - Local 33

**Effective Date -** 03/01/2020

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**Effective Date -** 08/01/2020

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**Notes:** **1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1**

Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs. (Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE

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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER

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**Notes:**
Steps are 6 mos.

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

SPECIALIZED EARTH MOVING EQUIP < 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

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

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

**Effective Date** - 03/01/2020

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**Effective Date** - 10/01/2020

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

**Apprentice to Journeyworker Ratio:** 1:3
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### Telecommunication Technician - Local 103

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#### Notes:

Apprentice to Journeyworker Ratio: 1:1

### Terrazzo Finishers

**Bricklayers Local 3 - Marble & Tile**

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For apprentice rates see "Apprentice- LABORER"

For apprentice rates see "Apprentice- OPERATING ENGINEERS"
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| WATER METER INSTALLER                          | 03/01/2020     | $58.69    | $12.07 | $17.26  | $0.00                     | $88.02     |
| PLUMBERS & GASFITTERS LOCAL 12                | 09/01/2020     | $60.19    | $12.07 | $17.26  | $0.00                     | $89.52     |
|                                                | 03/01/2021     | $61.69    | $12.07 | $17.26  | $0.00                     | $91.02     |

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

**Outside Electrical - East**

| CABLE TECHNICIAN (Power Zone)                  | 09/01/2019     | $28.83    | $8.75  | $1.86   | $0.00                     | $39.44     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $29.67    | $9.25  | $1.89   | $0.00                     | $40.18     |

For apprentice rates see "Apprentice- LINEMAN"

| CABLEMAN (Underground Ducts & Cables)          | 09/01/2019     | $40.84    | $8.75  | $10.02  | $0.00                     | $59.61     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $42.03    | $9.25  | $10.27  | $0.00                     | $61.55     |

For apprentice rates see "Apprentice- LINEMAN"

| DRIVER / GROUNDMAN CDL                        | 09/01/2019     | $33.64    | $8.75  | $9.86   | $0.00                     | $52.25     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $34.62    | $9.25  | $10.07  | $0.00                     | $53.94     |

For apprentice rates see "Apprentice- LINEMAN"

| DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)  | 09/01/2019     | $26.43    | $8.75  | $1.79   | $0.00                     | $36.97     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $27.20    | $9.25  | $1.82   | $0.00                     | $38.27     |

For apprentice rates see "Apprentice- LINEMAN"

| EQUIPMENT OPERATOR (Class A CDL)               | 09/01/2019     | $40.84    | $8.75  | $14.10  | $0.00                     | $63.69     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $42.03    | $9.25  | $14.35  | $0.00                     | $65.63     |

For apprentice rates see "Apprentice- LINEMAN"

| EQUIPMENT OPERATOR (Class B CDL)               | 09/01/2019     | $36.04    | $8.75  | $10.65  | $0.00                     | $55.44     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $37.09    | $9.25  | $10.87  | $0.00                     | $57.21     |

For apprentice rates see "Apprentice- LINEMAN"

| GROUNDMAN                                     | 09/01/2019     | $21.62    | $8.75  | $1.65   | $0.00                     | $32.02     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $22.25    | $9.25  | $1.67   | $0.00                     | $33.17     |

For apprentice rates see "Apprentice- LINEMAN"

| GROUNDMAN -Inexperienced (<2000 Hrs.)          | 09/01/2019     | $26.43    | $8.75  | $1.79   | $0.00                     | $36.97     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $27.20    | $9.25  | $1.82   | $0.00                     | $38.27     |

For apprentice rates see "Apprentice- LINEMAN"

| JOURNEYMAN LINEMAN                            | 09/01/2019     | $48.05    | $8.75  | $17.19  | $0.00                     | $73.99     |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104    | 08/30/2020     | $49.45    | $9.25  | $17.48  | $0.00                     | $76.18     |
Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate
---|---|---|---|---|---|---
Apprentice | LINEMAN (Outside Electrical) - East Local 104 | Effective Date - 09/01/2019

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<th>percent</th>
<th>Apprentice Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
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<th>Total Rate percent</th>
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Effective Date - 08/30/2020

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Notes:

- Apprentice to Journeyworker Ratio: 1:2
- TELEDATA CABLE SPLICER
  OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104
  02/04/2019 $30.73 $4.70 $3.17 $0.00 $38.60

- TELEDATA LINEMAN/EQUIPMENT OPERATOR
  OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104
  02/04/2019 $28.93 $4.70 $3.14 $0.00 $36.77

- TELEDATA WIREMAN/INSTALLER/TECHNICIAN
  OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104
  02/04/2019 $28.93 $4.70 $3.14 $0.00 $36.77

- TREE TRIMMER
  OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104
  01/31/2016 $18.51 $3.55 $0.00 $0.00 $22.06

- TREE TRIMMER GROUNDMAN
  OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104
  01/31/2016 $16.32 $3.55 $0.00 $0.00 $19.87
Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:8, 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.
"General Decision Number: MA20200008 01/03/2020

Superseded General Decision Number: MA20190008

State: Massachusetts

Construction Types: Heavy (Heavy and Marine)

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth and Suffolk Counties in Massachusetts.

HEAVY AND MARINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

BOIL0029-001 01/01/2017

Rates Fringes
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<th>Rates</th>
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<td>BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton); NORFOLK, (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham); and PLYMOUTH (Lakeville)</td>
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<td>PLYMOUTH COUNTY</td>
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Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Middleboro, Norwell, Pembroke, Plymouth, Rockland, Scituate, West Bridgewater, Whitman)

Rates Fringes
Bricklayer/Cement Mason..........$ 53.55 31.88

BRMA0003-025 02/01/2019

NEW BEDFORD CHAPTER

BARNSTABLE; BRISTOL (Acushnet, Darmouth, Fairhaven, Fall River, Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; NANTUCKET; PLYMOUTH (Marion, Mattapoisett, Rochester, Wareham)

Rates Fringes
Bricklayer/Cement Mason..........$ 53.55 31.88

BRMA0003-033 08/01/2018

NEWTON CHAPTER

MIDDLESEX (Newton); NORFOLK (Dover, Needham, Wellesley)

Rates Fringes
Bricklayer, Plasterer.............$ 52.91 33.60

CARP0056-001 08/01/2018

All of SUFFOLK COUNTY; and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX, NORFOLK, and PLYMOUTH COUNTIES situated INSIDE Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES and NANTUCKET COUNTIES

Rates Fringes
PILEDRIVERMAN.....................$ 46.07 32.25

CARP0056-002 08/01/2018

The areas of BARNSTABLE, BRISTOL, PLYMOUTH, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal
Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); AND NORFOLK (Bellingham, Braintree, Canton, Cohasset, Foxboro, Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham) COUNTIES

NORFOLK (Braintree, Quincy, Cohasset, Weymouth, etc.) PLYMOUTH
(Duxbury, Hanover, Hull, Hingham, Marshfield, Norwell, Pembroke Rockland, Scituate)

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DUKES; NANTUCKET

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BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro);
NORFOLK (Avon, Holbrook, Randolph, Stoughton); PLYMOUTH
(Bridgewater, Kingston, Lakeville, Middleboro, Plymouth, S. Hanover, Whitman)

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Millwright

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BRISTOL (Attleboro, North Attleboro, Seekonk)

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ELECTRICIAN .................. $ 40.40 57.24%
Teledata System Installer .... $ 28.56 13.1%+13.76

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes
ELECTRICIAN .................. $ 51.10 32.65

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

Rates Fringes
ELECTRICIAN .................. $ 51.10 32.65

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK

Rates Fringes
ELECTRICIAN .................. $ 51.10 32.65

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull); SUFFOLK
Line Construction:

- **Cableman**: $38.45, 18.42\%\text{+A}
- **Equipment Operator**: $38.45, 22.50\%\text{+A}
- **Groundman**: $24.88, 10.24\%\text{+A}
- **Lineman**: $45.23, 25.71\%\text{+A}

A. **PAID HOLIDAYS**: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

----------------------------------------------------------------

**ELEC0223-002 09/01/2019**

**BARNSTABLE, BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET; PLYMOUTH (Except Hingham and Hull Twps); NORFOLK (Avon, Halbrook, Randolph, Sloughton)**

**Rates Fringes**

- **ELECTRICIAN**: $42.26, 30.65\%\text{+11.90}

* **ENGI0004-009 12/01/2019**

**Rates Fringes**

**Power equipment operators:**

- **Group 1**: $48.73, 29.25\%\text{+a}
- **Group 2**: $48.23, 29.25\%\text{+a}
- **Group 3**: $32.47, 29.25\%\text{+a}
- **Group 4**: $39.89, 29.25\%\text{+a}
- **Group 5**: $23.08, 29.25\%\text{+a}
- **Group 6**: $27.64, 29.25\%\text{+a}

**HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):**

- Over 150 ft. +2.18
- Over 185 ft. +3.84
- Over 210 ft. +5.39
- Over 250 ft. +8.16
- Over 295 ft. +11.29
- Over 350 ft. +13.14

**FOOTNOTE FOR POWER EQUIPMENT OPERATORS:**

POWER EQUIPMENT OPERATORS CLASSIFICATIONS  [HEAVY CONSTRUCTION]

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift; cherry picker; boring machine; rotary drill; post hole hammer; post hole digger; asphalt plant on job site; concrete batching and/or mixing plant on job site; crusher plant on job site; paving concrete mixer; timber jack

GROUP 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; bulldozer; tractor; mechanic - maintenance; York rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self propelled or tractor-draw); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1-5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assistant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn, Lynnfield, Manchester, Marblehead, Nahant, Rockport, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); PLYMOUTH (Abington, Bridgewater, Brocton, Duxbury, East Bridgewater, Halifax, Hanover, Hanson, Hingham, Hull, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate, West Bridgewater, Whitman); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX
(Action, Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilminton)

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IRON0007-010 03/16/2019

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

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</table>

IRON0037-002 09/16/2017

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham); PLYMOUTH (Lakeville, Marion, Mattapoisett, Middleboro, Rochester, Wareham)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER</td>
<td></td>
</tr>
<tr>
<td>......................$34.89</td>
<td>26.87</td>
</tr>
</tbody>
</table>

LAB00022-006 06/01/2018

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$38.00</td>
</tr>
</tbody>
</table>
GROUP 2.....................$ 38.25 24.10
GROUP 3.....................$ 38.75 24.10
GROUP 4.....................$ 39.00 24.10
GROUP 5.....................$ 21.50 24.10
GROUP 6.....................$ 39.00 24.10

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

LABO0022-012 06/01/2018

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH; MIDDLESEX (With the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (With the exception of Brookline, Dedham, and Milton)

Laborers:

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$ 33.25</td>
<td>22.92</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$ 33.50</td>
<td>22.92</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 34.00</td>
<td>22.92</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 34.25</td>
<td>22.92</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$ 21.50</td>
<td>22.92</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$ 34.25</td>
<td>22.92</td>
</tr>
</tbody>
</table>

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders
GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator

GROUP 3: Air track operator; block paver; rammer; curb setter; hydraulic & similar self powere drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

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LAB00022-013 06/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers:</td>
<td></td>
</tr>
<tr>
<td>(FREE AIR OPERATION):</td>
<td></td>
</tr>
<tr>
<td>SHIELD DRIVEN AND LINER PLATE IN FREE AIR)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1....................$ 39.40 21.80+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 2....................$ 39.40 21.80+a</td>
<td></td>
</tr>
<tr>
<td>(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):</td>
<td></td>
</tr>
<tr>
<td>TEST BORING &amp; WELL DRILLING</td>
<td></td>
</tr>
<tr>
<td>Driller ....................$ 39.35 24.30+A</td>
<td></td>
</tr>
<tr>
<td>Laborer ....................$ 37.95 24.30+A</td>
<td></td>
</tr>
<tr>
<td>(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):</td>
<td></td>
</tr>
<tr>
<td>OPEN AIR CASSON, UNDERPINNING WORK &amp; BORING CREW</td>
<td></td>
</tr>
<tr>
<td>Bottom man ....................$ 39.10 24.30+A</td>
<td></td>
</tr>
<tr>
<td>Laborers; Top man ............$ 37.95 24.30+A</td>
<td></td>
</tr>
<tr>
<td>(TUNNELS, CAISSON &amp; CYLINDER WORK IN COMPRESSED AIR)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1.....................$ 39.75 24.70+a</td>
<td></td>
</tr>
</tbody>
</table>
GROUP 2........................$ 42.30 24.70+a
GROUP 3........................$ 42.30 24.70+a
GROUP 4........................$ 42.30 24.70+a
GROUP 5........................$ 42.30 24.70+a
GROUP 6........................$ 44.30 24.70+a

CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)
GROUP 1........................$ 39.40 21.80+a
GROUP 2........................$ 39.40 21.80+a

ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR
GROUP 1........................$ 36.85 21.80+a
GROUP 2........................$ 39.40 21.80+a
GROUP 3........................$ 39.40 21.80+a
GROUP 4........................$ 39.40 21.80+a
GROUP 5........................$ 41.40 21.80+a

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the "HOT" zone. (A premium of two dollars $2.00 per hour over the basic wage rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman; mucking machine operator; nozzle man; grout man-; pumps, shaft and tunnel steel and rodman; shield and erector arm operators, mole nipper, outside motorman, burner, TBM operator, safety miner; laborer topside; heading motormen; erecting operators; top signal men

GROUP 2: Brakeman; trackman
LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)

GROUP 1: Concrete workers; strippers and form movers (wood & steel), cement finisher

GROUP 2: Form erector (wood & steel and all accessories)

LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNE IN FREE AIR

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50 ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

GROUP 5: Hazardous Waste work within the "HOT" zone. (A premium of two dollars $2.00 per hour over the basic wage rate)

FOOTNOTE FOR LABORERS:


----------------------------------------------------------------

LABO1421-001 06/01/2018

WRECKING LABORERS:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (Wrecking)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 1.................$ 38.15</td>
<td>24.10</td>
<td></td>
</tr>
<tr>
<td>Group 2.................$ 38.90</td>
<td>24.10</td>
<td></td>
</tr>
<tr>
<td>Group 3.................$ 39.15</td>
<td>24.10</td>
<td></td>
</tr>
<tr>
<td>Group 4.................$ 34.15</td>
<td>24.10</td>
<td></td>
</tr>
<tr>
<td>Group 5.................$ 37.25</td>
<td>24.10</td>
<td></td>
</tr>
</tbody>
</table>

Group 1: Adzeman, Wrecking Laborer.
Group 2: Burners, Jackhammers.
Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws.
Group 4: Yardman (Salvage Yard Only).
Group 5: Yardman, Burners, Sawyers.

----------------------------------------------------------------

PAIN0035-001 07/01/2019

BARNSTABLE BRISTOL; DUKES; ESSEX; NANTUCKET; PLYMOUTH
(Remainder of NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES)

Rates Fringes

PAINTER

NEW CONSTRUCTION:
  Bridge.....................$ 50.36  30.25
  Brush, Taper.................$ 39.86  30.25
  Spray, Sandblast.............$ 41.26  30.25

REPAINT:
  Bridge.....................$ 50.66  30.90
  Brush, Taper.................$ 37.92  30.25
  Spray, Sandblast.............$ 39.32  30.25

----------------------------------------------------------------

PAIN0035-015 07/01/2019

MIDDLESEX (Cambridge, Everett, Malden, Medford, Sommerville)
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

Rates Fringes

PAINTER

NEW CONSTRUCTION:
  Brush, Taper.................$ 45.65  30.25
  Spray, Sandblast.............$ 47.05  30.25

REPAINT:
  Bridge.....................$ 50.66  30.90
  Brush, Taper.................$ 43.71  30.25
  Spray, Sandblast.............$ 45.11  30.25

----------------------------------------------------------------

PLAS0534-001 01/01/2019

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY
<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CEMENT MASON/CONCRETE FINISHER</strong></td>
</tr>
<tr>
<td>PLUM0004-001 09/01/2019</td>
</tr>
</tbody>
</table>

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plumbers and Pipefitters</strong></td>
</tr>
<tr>
<td>PLUM0012-001 03/01/2019</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLUMBER</strong></td>
</tr>
<tr>
<td>PLUM0012-003 03/01/2019</td>
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</tbody>
</table>


<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plumber, Pipefitter, Steamfitter</strong></td>
</tr>
<tr>
<td>PLUM0012-006 03/01/2019</td>
</tr>
</tbody>
</table>

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott); MIDDLESEX (Acton, Arlington, Ashland, Ayer - except W. of Greenville Branch of Boston & Maine RR, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlisle,
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Waltham, Watertown, Wayland, Westford, Wilmington, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER................. $ 56.69 29.93</td>
</tr>
<tr>
<td>BARNSTABLE; BRISTOL; DUKES; NANTUCKET; NORFOLK (Avon, Holbrook, Randolph, Stoughton) PLYMOUTH (Remainder of County)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters........ $ 42.04 29.91</td>
</tr>
<tr>
<td>MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Wakefield, Winchester and Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton Cashasset, Dedham, Foxboro, Franklin, Millis, Milton, Sharon, Walpole, Westwood, and Wrenthan); PLYMOUTH (Hingham, Hull, Scituate); ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIPEFITTER.................. $ 52.44 32.11</td>
</tr>
<tr>
<td>TEAM0379-001 06/01/2019</td>
</tr>
</tbody>
</table>
Truck drivers:

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Differential by Axle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$34.08</td>
<td>25.1125+A+B</td>
</tr>
<tr>
<td>2</td>
<td>$34.25</td>
<td>25.1125+A+B</td>
</tr>
<tr>
<td>3</td>
<td>$34.32</td>
<td>25.1125+A+B</td>
</tr>
<tr>
<td>4</td>
<td>$34.44</td>
<td>25.1125+A+B</td>
</tr>
<tr>
<td>5</td>
<td>$34.54</td>
<td>25.1125+A+B</td>
</tr>
<tr>
<td>6</td>
<td>$34.83</td>
<td>25.1125+A+B</td>
</tr>
<tr>
<td>7</td>
<td>$35.12</td>
<td>25.1125+A+B</td>
</tr>
</tbody>
</table>

POWER TRUCKS $.25 DIFFERENTIAL BY AXLE
TUNNEL WORK (UNDERGROUND ONLY) $.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) $2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:


B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

----------------------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

================================================================

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number.
where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
4.) All decisions by the Administrative Review Board are final.

==============================================

END OF GENERAL DECISION

"
"General Decision Number: MA20200021 01/03/2020

Superseded General Decision Number: MA20190021

State: Massachusetts

Construction Type: Highway

County: Middlesex County in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

ELEC0103-007 03/01/2019

Rates Fringes
ELECTRICIAN.................. $ 51.10 32.65

* ENGI0004-026 12/01/2019
### Rates Fringes

**POWER EQUIPMENT OPERATOR**  
Group 1: $48.73  
Group 2: $48.23

**FOOTNOTE FOR POWER EQUIPMENT OPERATORS:**  

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**  
- Group 1: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid Loader; Broom/Sweeper; Gradall; Loader; Paver (Asphalt, Aggregate, and Concrete)  
- Group 2: Bulldozer; Grader/Blade; Milling Machine; Roller

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**IRONWORKER (ORNAMENTAL, REINFORCING, AND STRUCTURAL)**  
$46.66 36.90

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**LABORER**  
- Asphalt, Includes Raker, Shoveler, Spreader and Distributor: $33.50 22.92  
- Landscape: $33.25 22.92

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**PAINTER (Steel)**  
$50.66 30.90

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**CARPENTER, Includes Form Work**  
$47.93 19.46

**CEMENT MASON/CONCRETE FINISHER**  
$56.70 21.08
<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER: Common or General</td>
<td>$36.58</td>
<td>19.40</td>
</tr>
<tr>
<td>LABORER: Concrete Saw (Hand Held/Walk Behind)</td>
<td>$41.78</td>
<td>18.37</td>
</tr>
<tr>
<td>LABORER: Guardrail Installation</td>
<td>$37.70</td>
<td>15.37</td>
</tr>
<tr>
<td>OPERATOR: Crane</td>
<td>$57.61</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Forklift</td>
<td>$64.67</td>
<td>0.00</td>
</tr>
<tr>
<td>OPERATOR: Mechanic</td>
<td>$48.14</td>
<td>17.02</td>
</tr>
<tr>
<td>OPERATOR: Piledriver</td>
<td>$44.46</td>
<td>16.94</td>
</tr>
<tr>
<td>OPERATOR: Post Driver (Guardrail/Fences)</td>
<td>$41.49</td>
<td>23.07</td>
</tr>
<tr>
<td>PAINTER: Spray (Linestriping)</td>
<td>$40.87</td>
<td>13.86</td>
</tr>
<tr>
<td>PILEDRIVERMAN</td>
<td>$45.65</td>
<td>23.33</td>
</tr>
<tr>
<td>TRAFFIC CONTROL: Flagger</td>
<td>$23.00</td>
<td>20.44</td>
</tr>
<tr>
<td>TRAFFIC CONTROL: Laborer-Cones/Barricades/Barrels - Setter/Mover/Sweeper</td>
<td>$44.49</td>
<td>12.41</td>
</tr>
<tr>
<td>TRUCK DRIVER: Concrete Truck</td>
<td>$33.69</td>
<td>15.79</td>
</tr>
<tr>
<td>TRUCK DRIVER: Dump Truck</td>
<td>$38.92</td>
<td>9.73</td>
</tr>
<tr>
<td>TRUCK DRIVER: Flatbed Truck</td>
<td>$48.53</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their...
own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers
Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
SECTION 00 73 73

STATUTORY REQUIREMENTS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. Provisions not so amended or supplemented remain in full force and effect unless amended or supplemented in another section. The terms used in this section have the meanings stated in the General Conditions. Additional terms used in this section, if any, have the meanings stated below which are applicable to both the singular and plural thereof. The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

This section includes certain provisions required by Laws and Regulations but does not represent or reflect all applicable provisions and policies or Laws and Regulations and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.

The Project is specifically subject to the provisions of the Massachusetts General Laws ("MGL").

SC-1.01.A.15 Contractor

Add the following language at the end of the definition.

Also referred to as “general Contractor” in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

SC-1.01.A.29 Owner

Add the following language at the end of the definition.

Owner may also be referred to as “Awarding Authority” or “contracting authority” in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

SC-1.01.A.42 Specifications

Add the following language at the end of the definition.

Specifications are also directed to the designated trade Sub-Bidders or Subcontractors for filed sub-Bid Work pursuant to MGL Chapter 149, Section 44F, Plans and specifications; sub-bids; form; contents.
SC-1.01.B Additional Terms

Add the following new definition.

7. material or Material -- As used in MGL Chapter 30, Section 39M Contracts for construction and materials; manner of awarding, regarding items equal to those specified, the word “material” shall mean and include any article, assembly, system, included in the Work, or any component part thereof.

SC-3 CONTRACT DOCUMENTS: INTENT, AMEND, REUSE

Add the following immediately after Paragraph 3.06.

3.07 Public Records

B. Pursuant to MGL Chapter 66 et seq, Public Records, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Contractor will provide the Owner copies of any documents requested under this Law at no charge to the Owner or the requestor.

SC-4.03 Differing Subsurface or Physical Conditions

Delete Paragraph 4.03.B in its entirety and insert the following in its place.

B. Pursuant to MGL Chapter 30, Section 39N Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions, 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 or that the Contractor or the contracting authority may request an equitable adjustment in the Contract Price of the Contract applying to Work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the Plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the contracting authority shall make an equitable adjustment in the Contract Price and the Contract shall be modified in writing accordingly.
SC-5.01 Performance, Payment, and Other Bonds

Add the following immediately after Paragraph 5.01.A.

1. Pursuant to MGL Chapter 30, Section 39A Construction contracts for public ways, airports or public works; truck rentals; security for payment; and MGL Chapter 149, Section 29 Bonds for payment for labor, materials, rentals or transportation charges (et al); the required payment bond shall also cover payment by the Contractor and Subcontractors for the rental or hire of dump trucks and “the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction,” and for payment of transportation charges directly related to such rental or hire. Such security for payment of transportation charges shall be incorporated by appropriate reference thereto as an additional obligation or condition in the required bonds.

2. In addition, such bonds shall cover payment by Contractor and Subcontractors of any sums due trustees or other persons authorized to collect such payments from the Contractor or Subcontractors, for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or Subcontractors;

SC-5.02 Licensed Sureties and Insurers

Add the following immediately after Paragraph 5.02.A.

1. Pursuant to MGL Chapter 149, Section 29D Surety company; bonds, every performance bond and every payment bond issued for any construction work in the Commonwealth shall be the bond of a surety company organized pursuant to Section 105 of MGL Chapter 175 or of a surety company authorized to do business in the Commonwealth under the provisions of section 106 of said Chapter 175 and be approved by the U.S. Department of Treasury and are acceptable as sureties and reinsurers on federal bonds under Title 31 of the United States Code, sections 9304 to 9308.

2. If there is more than one surety company, the surety companies shall be jointly and severally liable.
Add the following language at the end of subparagraph 5.04.A.1.

, pursuant to MGL Chapter 149, Section 34A, *Contracts for public works; workers’ compensation insurance; breach of contract; enforcement and violation of statute:*

“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 shall contain stipulations requiring that the Contractor shall, before commencing performance of such Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the Contract, and that the Contractor shall continue such insurance in full force and effect during the term of the Contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a Contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. 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 the other party and to the officer or agent who awarded the Contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor. The superior court shall have jurisdiction in equity to enforce this section.

“Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.”

Delete the words “materially changed” per Massachusetts insurance Laws In subparagraph 5.04.B.4. line 2.

Add the following language at the end of subparagraph 5.04.C.1,

, in compliance with MGL Chapter 152
SC-5.06 Property Insurance

Delete the words “or materially changed” per Massachusetts insurance Laws in Paragraph 5.06.C. line 3.

SC-6.02 Labor; Working Hours

Add the following immediately after Paragraph 6.02.A.

1. Pursuant to MGL Chapter 30, Section 39S, *Contracts for construction; requirements*, Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

2. Pursuant to MGL Chapter 149, Section 26 *Public works; preference to veterans and citizens; wages*, preference shall be given to citizens of the Commonwealth of Massachusetts, citizens of the town or city where the Project is located, veterans and service-disabled veterans, and citizens of the United States.

3. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code, as amended, or engage in conduct declared to be unlawful by MGL Chapter 151E, *Prohibition Of Certain Discrimination By Businesses*, Section 2.

Add the following immediately after Paragraph 6.02.B.

1. MGL Chapter 149, Section 30 *Eight hour day and six day week; emergencies; work on highways*, and Section 34 *Public contracts; stipulation as to hours and days of work; void contracts*:

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

**SC-6.03 Services, Materials, and Equipment**

Add the following after Paragraph 6.03.A.

1. Pursuant to MGL Chapter 149, Sections 44F(1)(a) and 44G(d), specifications for
the installation of weather protection and furnishing adequate heat in the area so
protected during the months of November through March are set forth in Section
01 50 00.

**SC-6.05 Substitutes and “Or-Equals”**

Add the following language at the end of Paragraph 6.05.A.

The provisions of MGL Chapter 30, Section 39M, subsection (b) also applies to this
Paragraph.

**SC-6.06 Concerning Subcontractors, Suppliers, and Others**

Add the following language at the end of Paragraph 6.06.F.

, except as indicated in the Section 01 11 20 Summary of Filed Sub-Bid Requirements
and the Specifications and Drawings for filed sub-Bid Work pursuant to MGL Chapter
149, Section 44F, Plans and specifications; sub-bids; form; contents.

Add the following immediately after subparagraph 6.06.G.2.

3. The form of subcontract for filed sub-Bid Work shall be in accordance with
MGL Chapter 149, Section 44F, subsection (4)(c), a copy of which is
included as an attachment to this Section. This form may be supplemented
by other provisions required by Laws and Regulations.

**SC-6.09 Laws and Regulations**

Add the following immediately after Paragraph 6.09.A

1. MGL Chapter 260, Section 2B Tort Actions Arising from Improvements to
Real Property shall apply.
SC-6.10 Taxes

Add the following immediately after Paragraph 6.10.A.

1. MGL Chapter 64H, Section 6 Exemptions, subsection (f) exempts from Massachusetts sales tax, building materials and supplies to be used in the Project, and Contractor shall not include any amount therefor. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.

SC-6.12 Record Documents

Add the following immediately after Paragraph 6.12.A.

B. Subject to the provisions of MGL Chapter 266, Section 67C, Capital facility construction projects, etc.; false entries in records; penalties, and pursuant to MGL Chapter 30, Section 39R Definitions; contract provisions; management and financial statements; enforcement:

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

“(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors, and

“(3) if the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor’s independent certified public accountant approving or otherwise commenting on the changes, and

“(4) if the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
“(5) if the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

“(c) Every Contractor awarded a contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

“(1) transactions are executed in accordance with management’s general and specific authorization;

“(2) transactions are recorded as necessary
   i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
   ii. to maintain accountability for assets;

“(3) access to assets is permitted only in accordance with management’s general or specific authorization; and

“(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference. Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management’s evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant’s financial statements.

“(d) Every Contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant’s report. Such statements shall be made available to the Awarding Authority upon request.

“(e) . . . A Contractor’s failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.
“(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).”

**SC-6.13 Safety and Protection**

Add the following immediately after subparagraph 6.13.B.1. (added in Section 00 73 10).

2. Pursuant to *MGL Chapter 30, Section 39S*, all employees to be employed at the Work Site 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. Any employee found on a Work Site subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

3. This Project is also subject to the following.
   - MGL Chapter 82, *The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways, And Specific Repairs Thereon*, Section 40
     - Section 40 Definitions
     - Section 40A Excavations; notice
     - Section 40B Designation of location of underground facilities
     - Section 40C Excavator’s responsibility to maintain designation markings; damage caused by excavator
     - Section 40D Local laws requiring excavation permits; public ways
   - MGL Chapter 82A, *Excavation and Trench Safety*
     - Section 1 Unattended open trenches; safety hazards; rules and regulations; fines
     - Section 2 Trench excavating permits; permits issued by board or officer; certificate of insurance; fees
     - Section 3 Form of trench excavation permits; required statements
     - Section 4 Definitions
     - Section 5 Additional requirements
   - MGL Chapter 149
     - Section 6C Health and safety of general public and asbestos workers; rules and regulations
     - Section 129A Shoring Trenches for local governments
   - Massachusetts Department of Labor and Industries, Division of Occupational Safety (Chapter 454 CMR 10.00 et seq.)
   - Massachusetts Department of Public Safety “*Excavation and Trench Safety*” (Chapter 520 CMR 14.00 et seq.)
4. This Project is subject to and Contractor shall implement the Commonwealth of Massachusetts “COVID-19 Guidelines and Procedures for all Construction Sites and Workers at All Public Work” (as may be amended) issued March 25, 2020 by Robert C. Ross, Chief Legal Counsel for the Baker-Polito Administration included as an attachment.

**SC-6.20 Indemnification**

Add the following immediately after subparagraph 6.20.C.3.

D. The provisions of MGL Chapter 258, *Claims and Indemnity Procedure for the Commonwealth, its Municipalities, Counties and Districts and the Officers and Employees Thereof* shall apply.

**SC-8.09 Limitations on Owner’s Responsibilities**

Add the following immediately after Paragraph 8.09.A.

1. Pursuant to MGL Chapter 30, Section 39J *Public construction contracts; effect of decisions of contracting body or administrative board*, a decision on a dispute shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

**SC-9.08 Decisions on Requirements of Contract Documents and Acceptability of Work**

Replace “with reasonable promptness” with “within 30 days pursuant to MGL Chapter 30, Section 39P, *Contracts for construction and materials; awarding authority’s decisions on interpretation of specifications, etc.; time limit; notice in Paragraph 9.08.B*.

Add the following immediately after Paragraph 9.08.D.

E. Pursuant to MGL Chapter 30, Section 39J *Public construction contracts; effect of decisions of contracting body or administrative board*, a decision on a dispute shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

**SC-10.01 Authorized Changes in the Work**

Add the following immediately after Paragraph 10.01.A.

1. Changes to the Work are subject to the requirements of MGL Chapter 30, Section 39I, *Deviations from plans and specifications*.
SC-10.05 Claims

Add the following immediately after Paragraph 10.05.G.

H. Presentation of false, fictitious, or fraudulent Claims is subject to the provisions of MGL Chapter 266, Section 67B, Presentation of false claims.

SC-11.01. Cost of the Work

Add the following immediately after subparagraph 11.01.A.1.

a. Comply with prevailing wage requirements included in Section 00 73 43.

Add the following immediately after subparagraph 11.01.A.4.

a. Pursuant to MGL Chapter 149, Section 34B, Contracts for public works; wages for reserve police officer, the Contractor shall pay to any reserve police officer employed by him in any city or town, the prevailing rate of wage paid to regular police officers in such city or town.

Add the following immediately after subparagraph 11.01.A.5.d.

1) The Project is exempt from sales tax as set forth in SC-6.10.

SC-11.02. Allowances

Pursuant to MGL Chapter 149, Section 44G: Allowances; alternates; weather protection devices, allowances are prohibited whenever the designer is unable to supply Specifications for any item prior to the solicitation of Bids. Owner’s Contingency Allowances, if any, are included for specified items only and subject to Paragraphs 11.02.C and D. of the General Conditions.

SC-14.02. Progress Payments

Add the following immediately after subparagraph 14.02.A.1.

a. Pursuant to MGL Chapter 30, Section 39S, Contracts for construction; requirements, provide certification for each employee employed at the Work Site of successful completion of 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.
E. The following provisions regarding payment are required by MGL Chapter 30, Section 39K *Public building construction contracts; payments.* Provisions referencing “periodic estimate” and “periodic payment” shall be considered Progress Payments per Paragraph 14.02. The forms listed in Section 00 60 00 and included in the Contract Documents will be utilized.

“Within 15 days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of MGL Chapter 30, Section 39F and less (3) a retention not exceeding 5 per cent of the approved amount of the periodic payment.”

“...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 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until 15 days (24 days in the case of the commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.”

F. The following provisions regarding payment to Subcontractors are required by MGL Chapter 30, Section 39F *Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts.* These provisions shall be included in any subcontract in connection with Work under the Contract Documents.
“(a) Forthwith after the general Contractor receives payment on account of a periodic estimate, the general Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the general Contractor.

“(b) Not later than the 65th day after each Subcontractor substantially completes his Work in accordance with the Plans and Specifications, the entire balance due under the subcontract less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the general Contractor. The general Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the general Contractor.

“(c) Each payment made by the Awarding Authority to the general Contractor pursuant to subparagraphs (a) and (b) above for the labor performed and the materials furnished by a Subcontractor shall be made to the general Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the general Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the general Contractor or which is to be included in a payment to the general Contractor for payment to the Subcontractor as provided in subparagraphs (a) and (b) above, the Awarding Authority shall act upon the demand as provided in this section of the MGL.

“(d) If, within seventy days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the general Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the general Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within 10 days after the Subcontractor has
delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the general Contractor, the general Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general Contractor and of the amount due for each Claim made by the general Contractor against the Subcontractor.

“(e) Within fifteen days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general Contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of Work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general Contractor in the sworn reply; provided, that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

“(f) The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) above in an interest-bearing joint account in the names of the general Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the general Contractor and the Subcontractor and shall notify the general Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

“(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) above shall be made out of amounts payable to the general Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the general Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the general Contractor to the extent of such payment.
“(h) The Awarding Authority shall deduct from payments to a general Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f) above, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any Claims against such amounts by creditors of the general Contractor.”

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

**SC-14.04 Substantial Completion**

Add the following immediately after Paragraph 14.04.E.

F. Additional provisions covering Substantial Completion included in MGL Chapter 30, Section 39K *Public building construction contracts; payments* apply to this Project. The forms listed in Section 00 60 00 and included in the Contract Documents will be utilized.

**SC 14.07 Final Payment**

Add the following immediately after subparagraph 14.07.C.1.

D. The following provisions regarding final payment and completion of the Work are required by MGL Chapter 30, 39K *Public building construction contracts; payments*. The forms listed in Section 00 60 00 and included in the Contract Documents will be utilized.

“After the receipt of a periodic estimate requesting final payment and within 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 per cent of the original contract price, or (b) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall
pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the Contractor to the Subcontractors under this contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in MGL Chapter 30, Section 39F. 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 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until 15 days (24 days in the case of the commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated.

The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.”

**SC-15.01 Owner May Suspend Work**

Add the following immediately after Paragraph 15.01.A.

1. Pursuant to MGL Chapter 30, Section 39O, Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim:

   “. . . (a) The Awarding Authority may order the general Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided however, that if there is a suspension, delay or interruption for 15 days or more or due to a failure of the Awarding Authority to act within the time specified in the Contract, the Awarding Authority shall make an adjustment in the Contract Price for any increase in the cost of performance of the Contract but shall not include any profit to the general Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

   “(b) The general Contractor must submit the amount of a Claim under provision (a) above 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 the Contract and, except for costs due to a suspension order, the Awarding Authority shall make an adjustment in the Contract Price for any increase in the cost of performance of the Contract as provided in section thirty-nine F, or based on the record of payments by the Contractor to the Subcontractors under this contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in MGL Chapter 30, Section 39F. 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 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until 15 days (24 days in the case of the commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated.

   The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.”
Authority shall not approve any costs in the Claim incurred more than 20 days before the general Contractor notified the Awarding Authority in writing of the act or failure to act involved in the Claim.

“In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the general Contractor for payment for an increase in the cost of his performance as provisions (a) and (b) above give the general Contractor against the Awarding Authority, but nothing in provisions (a) and (b) above shall in any way change, modify or alter any other rights which the general Contractor or the Subcontractor may have against each other.”

SC-17.05 Controlling Law

Add the following immediately after Paragraph 17.05.A.

1. This Contract is subject to all Laws and Regulations of the United States of America (including the U.S. Code of Federal Regulations), the Commonwealth of Massachusetts and other public authorities, and all amendments thereto. Where any requirements contained herein do not conform to or are inconsistent with such Laws and Regulations to which the Contract is subject or by which it is governed, such Laws and Regulations shall have precedence over any matters set forth herein.

2. The Project is specifically subject to MGL Chapters 30 and 149 for contracts awarded pursuant to MGL Chapter 149, Sections 44A-44H.

3. Statutes, regulations, and portions and summaries thereof which are set forth or referred to in the Contract Documents shall be construed to include all amendments thereto in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids). The Owner and Engineer make no representation as to and assume no responsibility for the correctness or completeness of such statutory matters referred to or set forth herein.

4. Any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflicts with Laws and Regulations exist, the more stringent requirement shall apply.

ATTACHMENTS

A. Form of Subcontract for Filed Sub-Bid Work

END OF SECTION
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FORM OF SUBCONTRACT FOR FILED SUB-BID WORK

SUBCONTRACT

THIS AGREEMENT MADE THIS ___________ DAY OF ___________ (insert year) by and between ___________ a corporation organized and existing under the laws of ___________ an individual doing business as ___________ hereinafter called the "Contractor" and ___________ a corporation organized and existing under the laws of ___________ an individual doing business as ___________ hereinafter called the "Subcontractor".

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. ___________ of the specifications for ___________.

(Name of Sub-Trade) and the plans referred to therein and addenda No. ___________, ___________, ___________, ___________, and ___________ for the ___________.

(complete title of the project and the project number taken from the title page of the specifications)

all as prepared by ___________.

(Name of Architect or Engineer)

for the sum of ___________ ($_____________) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid): Alternate No(s). ___________, ___________, ___________, ___________, ___________, ___________, ___________, ___________, ___________, ___________, ___________.

WOODARD & CURRAN
(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and addenda No., and, and, and, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the

(Awarding Authority) hereinafter called the “Awarding Authority”, except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workers’ compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.
IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

SEAL

ATTEST __________________________

______________________________

(Name of Subcontractor)

By ____________________________

SEAL

ATTEST __________________________ __________________________

(Name of Contractor)

By ____________________________
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Commonwealth of Massachusetts
COVID-19 GUIDELINES AND PROCEDURES
FOR ALL CONSTRUCTION SITES AND WORKERS AT ALL PUBLIC WORK

These Guidelines and Procedures MUST be implemented at all times on all construction sites. All construction sites MUST conduct a Safety Stand Down day to disseminate these Guidelines to all employees and workers.

Employee Health Protection – ZERO Tolerance
The following applies to both State employees and contracted staff working on behalf of the State.

- ZERO TOLERANCE FOR SICK WORKERS REPORTING TO WORK. IF YOU ARE SICK, STAY HOME! IF YOU FEEL SICK, GO HOME! IF YOU SEE SOMEONE SICK, SEND THEM HOME!
- If you are exhibiting any of the symptoms below, you are to report this to your supervisor (via phone, text or email) right away, and head home from the job site or stay home if already there.
  
  If you notice a co-worker showing signs or complaining about such symptoms, he or she should be directed to their supervisor (via phone, text or email) and asked to leave the project site immediately.

COVID-19 Typical Symptoms:
  - Fever
  - Cough
  - Shortness of Breath
  - Sore Throat
- Prior to starting a shift, each employee will self-certify to their supervisor that they:
  - Have no signs of a fever or a measured temperature above 100.3 degrees or greater, a cough or trouble breathing within the past 24 hours.
  - Have not had “close contact” with an individual diagnosed with COVID-19. “Close contact” means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for about 15 minutes, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic.
  - Have not been asked to self-isolate or quarantine by their doctor or a local public health official.
- Workers that are working in a confined space or inside a closed building envelope will have to be temperature screened by a Medical Professional or Trained Individual provided that such screening is out of public view to respect privacy and results are kept private.
- Employees exhibiting symptoms or unable to self-certify should be directed to leave the work site and seek medical attention and applicable testing by their health care provider. They are not to return to the work site until cleared by a medical professional.

March 2020
General On-the-Job Guidance to Prevent Exposure & Limit the Transmission of the Virus

- No handshaking
- Wash hands often with soap for at least 20 seconds or use an alcohol-based hand sanitizer with at least 60% ethanol or 70% isopropanol
- Contractor and State Agency Field Offices are locked down to all but authorized personnel
- Each jobsite should develop cleaning and decontamination procedures that are posted and shared. These Procedures must cover all areas including trailers, gates, equipment, vehicles, etc. and shall be posted at all entry points to the sites, and throughout the project site.
- A "No Congregation" policy is in effect, individuals must implement social distancing by maintaining a minimum distance of 6-feet from other individuals
- Avoid face to face meetings – critical situations requiring in-person discussion must follow social distancing
- Conduct all meetings via conference calls, if possible. Do not convene meetings of more than 10 people. Recommend use of cell phones, texting, web meeting sites and conference calls for project discussion
- All individual work crew meetings/tailgate talks should be held outside and follow social distancing
- Please keep all crews a minimum of 6’ apart at all times to eliminate the potential of cross contamination
- At each job briefing/tool box talk, employees are asked if they are experiencing any symptoms, and are sent home if they are
- Each jobsite should have laminated COVID-19 safety guidelines and handwashing instructions
- All restroom facilities/porta-potties should be cleaned and handwashing stations must be provided with soap, hand sanitizer and paper towels
- All surfaces should be regularly cleaned, including surfaces, door handles, laptops, etc.
- All common areas and meeting areas are to be regularly cleaned and disinfected at least once a day but preferably twice a day
- Be sure to use your own water bottle, and do not share
- To avoid external contamination, we recommend everyone bring food from home
- Please maintain Social Distancing separation during breaks and lunch.
- Cover coughing or sneezing with a tissue, then throw the tissue in the trash and wash hands, if no tissue is available then cough into your elbow
- Avoid touching eyes, nose, and mouth with your hands
- To avoid sharing germs, please clean up after Yourself. DO NOT make others responsible for moving, unpacking and packing up your personal belongings
- If you or a family member is feeling ill, stay home!
Work Site Risk Prevention Practices

- At the start of each shift, confirm with all employees that they are healthy.
- We will have a 100% glove policy from today going forward. All construction workers will be required to wear cut-resistant gloves or the equivalent.
- Use of eye protection (safety goggles/face shields) is recommended
- In work conditions where required social distancing is impossible to achieve affected employees shall be supplied PPE including as appropriate a standard face mask, gloves, and eye protection.
- All employees shall drive to work site/parking area in a single occupant vehicle. Contractors / State staff shall not ride together in the same vehicle
- When entering a machine or vehicle which you are not sure you were the last person to enter, make sure that you wipe down the interior and door handles with disinfectant prior to entry
- In instances where it is possible, workers should maintain separation of 6' from each other per CDC guidelines.
- Multi person activities will be limited where feasible (two person lifting activities)
- Large gathering places on the site such as shacks and break areas will be eliminated and instead small break areas will be used with seating limited to ensure social distancing.
- Contact the cleaning person for your office trailer or office space and ensure they have proper COVID-19 sanitation processes. Increase their cleaning visits to daily
- Clean all high contact surfaces a minimum of twice a day in order to minimize the spread of germs in areas that people touch frequently. This includes but is not limited to desks, laptops and vehicles

Wash Stations: All site-specific projects with outside construction sites without ready access to an indoor bathroom MUST install Wash Stations.

- Install hand wash stations with hot water, if possible, and soap at fire hydrants or other water sources to be used for frequent handwashing for all onsite employees
- All onsite workers must help to maintain and keep stations clean
- If a worker notices soap or towels are running low or out, immediately notify supervisors
- Garbage barrels will be placed next to the hand wash station for disposal of tissues/towels
Do all you can to maintain your good health by: getting adequate sleep; eating a balanced, healthy diet, avoid alcohol; and consume plenty of fluids.

Please Note: This document is not intended to replace any formalized procedures currently in place with the General Contractor.

Where these guidance does not meet or exceed the standards put forth by the General Contractor, everyone shall abide by the most stringent procedure available.

A site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site.

The approved project Health and Safety Plan (HASP) shall be modified to require that the Contractor’s site-specific project COVID-19 Officer submit a written daily report to the Owner’s Representative. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with these guidelines.

Any issue of non-compliance with these guidelines shall be a basis for the suspension of work. The contractor will be required to submit a corrective action plan detailing each issue of non-conformance and a plan to rectify the issue(s). The contractor will not be allowed to resume work until the plan is approved by the Owner. Any additional issues of non-conformance may be subject to action against the contractor’s prequalification and certification status.
March 25, 2020

Dear Municipal Chief Executive Officer:

I write to provide guidance regarding the effect of the Governor’s March 23, 2020 Order “Assuring Continued Operation of Essential Services in the Commonwealth, Closing Certain Workplaces, and Prohibiting Gatherings of More than 10 People” insofar as the Order intersects with municipal efforts to address the COVID-19 crisis.

The Governor’s Essential Services Order has two functions. First, the Order closes a broad range of public spaces, workplaces, and other establishments in order to reduce unnecessary movement of Commonwealth residents outside of the home and, in so doing, limit the spread of this highly contagious and potentially deadly virus. Second, the Order designates a range of critical services and functions as “COVID-19 Essential Services” to ensure their continued operation during the state of emergency in order to protect the public health and welfare of the Commonwealth and support community resilience and continuity of response efforts. Correspondingly, the Order designates workers engaged in delivering these critical services and functions as members of the “COVID-19 Essential Workforce.” Taken together, these designations seek to ensure that COVID-19 Essential Services continue without interruption during the period of the declared emergency.

The Baker-Polito Administration recognizes the value of local decision making in most circumstances. Nevertheless, ensuring an effective response to the COVID-19 emergency requires the Administration to prioritize consistency and clarity of action. A key requirement of any effective, statewide response will be that public officials avoid conflicting directives and duplication of efforts. The Massachusetts Civil Defense Act, the authority under which the Governor issued the Order, reflects the necessity for unified statewide directives in a time of crisis. Section 8A of the Act provides that that any rule, regulation, ordinance or by-law issued by a municipality or other political subdivision of the Commonwealth “shall be inoperative” to the extent that such provision is inconsistent with any order issued by the Governor during the period of the emergency.
Accordingly, the Order the Governor signed on Monday includes the following provision to ensure unitary management of this crisis:

This Order supersedes and makes inoperative any order or rule issued by a municipality that will or might in any way impede or interfere with the achievement of the objectives of this Order. With respect to work and travel in particular, any order or rule issued by a municipality is hereby made inoperative to the extent: (1) such municipal order or rule will or might interfere with provisions of this Order ensuring the continued operation of COVID-19 Essential Services; or (2) such municipal order or rule will or might interfere with the free travel anywhere within the Commonwealth of any person who is a member of any COVID-19 Essential Workforce where such travel is made in connection with the ongoing operation of COVID-19 Essential Services.

One important area in which the potential for conflict has presented itself is in questions surrounding the continuing operation of construction projects. A number of municipalities have announced policies to address construction work during the state of emergency that conflict with the terms of the Order. Exhibit A of the Order contains two entries that designate construction projects as COVID-19 Essential Services and identify workers engaged in construction projects as included within the Order’s COVID-19 Essential Workforce:

- **Guidance:** Workers—including contracted vendors—involving in the construction of critical or strategic infrastructure including public works construction, airport operations, water, sewer, gas, electrical, nuclear, oil refining and other critical energy services, roads and highways, public transportation, solid waste collection and removal, and internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services)

- **Guidance:** Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing construction)

Accordingly, the Order provides that all construction projects are to “continue operations during the state of emergency, but to do so with allowance for social distancing protocols consistent with guidance provided by the Department of Public Health.” Local policies, regulations, or directives that provide otherwise are in direct conflict with the Order and should be withdrawn.

The Baker-Polito Administration is aware that cities and towns and local Boards of Health quite sensibly have raised questions about how to manage the health risks of COVID-19 in the context of an active construction site. In order to address these same concerns, Commonwealth agencies that undertake horizontal and vertical construction have adopted a detailed set of safety practices for all construction projects sponsored or managed by their agencies. The Commonwealth also plans to ensure that each project sponsored or managed by a state agency observes a “safety stand-down day” within the next week. This stand-down is
designed to ensure that all workers involved in the project are familiar with the health safety practices required for the continued operation of Commonwealth construction projects. I am attaching the Commonwealth’s construction site safety policy to this guidance for your review. The Administration encourages all cities and towns to issue similar requirements for construction projects undertaken by private owners.

Unitary management in this crisis will be essential to ensuring an appropriate balance statewide between taking actions necessary to combat the spread of COVID-19 and avoiding unnecessary hardships to the public and supporting community resilience over the weeks and months it may take for this crisis to run its course. The economic disruption and interruption in critical services and functions that could result from halting construction projects abruptly would be felt statewide and not simply in the locality where a particular project sits. For these reasons, construction projects should continue as long as they observe social distancing protocols and otherwise can continue to operate safely.

The Baker-Polito Administration recognizes and values the unceasing efforts of local officials to support an effective statewide response to COVID-19. We will continue to work with cities and towns to ensure a consistent application of the Governor’s Essential Services Order and to provide for effective enforcement of proper COVID-19 safety protocols at active construction sites.

Sincerely,

[Signature]

Robert C. Ross
Chief Legal Counsel

Cc: Geoffrey Beckwith, Massachusetts Municipal Association

Enclosure
SECTION 00 73 76

STATE REVOLVING FUND REQUIREMENTS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. All provisions that are not so amended or supplemented remain in full force and effect unless amended or supplemented in another Section. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, if any, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

The content of this Section does not represent or reflect all applicable Laws and Regulations and may only include excerpts and portions of certain Laws and Regulations. Other provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

This Project is subject to the Environmental Protection Agency’s (EPA) Clean Water State Revolving Fund (SRF) program requirements, Department of Environmental Protection ("MassDEP"), Division of Municipal Services ("DMS") SRF provisions and policies, other Project specific regulations and requirements, and Federal Law.

SC-1.01 Defined Terms

Add the following at the end of 1.01.A.2, Agreement.

Pursuant to MGL Chapter 30, Section 39L: Public construction work by foreign corporations; restrictions and reports, the Awarding Authority (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

Add the following at the end of 1.01.A.6, Bidder.

In applicable statutory provisions, reference to “offeror” shall mean Bidder may and reference to “Standard Form 1442” shall mean Bid Form and Supplements.
Add the following at the end of 1.01.A.8, Bidding Requirements.

, where the notice inviting Bids complies with MGL Chapter 149, Section 44J: Invitations to bid; notice; contents; violations; penalty.

Add the following at the end of 1.01.A.29, Owner.

Owner may also be referred to as “Contracting Officer” in applicable statutory provisions which may be used interchangeably and shall have the same meaning. References to “Government” in applicable statutory provisions may also mean Owner if use of the term is consistent with Owner’s role and responsibilities under the Contract. Owner may also be referred to as “Awarding Authority” and “Local Government Unit (LGU)” per MassDEP DMS requirements, which may be used interchangeably and shall have the same meaning.

**SC-2.05 Before Starting Construction**

Pursuant to subparagraph 2.05.A.3 regarding the Schedule of Values, per MassDEP DMS policy memoranda, the items included must also be categorized by Eligible and Ineligible items under the State Revolving Loan Fund Program, in particular those listed in Policy Memorandum No. PM-7 included in the attachment to this Section.

**SC-6.03 Services, Materials, and Equipment**

Add the following immediately after Paragraph 6.03.A.

1. Contractor and Subcontractors shall comply with the Diesel Retrofit Program included as an attachment to this Section and shall each have provided the Contractor Certification which is incorporated into the Agreement.

2. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
3. Statutory requirements commonly known as “American Iron and Steel (AIS) Requirement” that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided by the Contractor, apply to this Contract. Contractor shall provide that all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the AIS Requirement, unless a waiver of the AIS Requirement is approved, and the Contractor will provide any further verified information, certification or assurance of compliance with the AIS Requirement, or information necessary to support a waiver of the AIS Requirement, as may be requested by Owner. See guidance information included in attachments to this section. See http://water.epa.gov/grants_funding/aisrequirement.cfm for approved waivers.

4. Per MassDEP DMS requirements, whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment Supplier or manufacturer is willing to provide an “Efficiency Guarantee Bond” or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

5. Display signs as required by MassDEP with the following information.

   - The name of the facility, project, and community
   - Project cost
   - The State Agency/SRF administering the program
   - The EPA and State Agency logos


SC-6.06 Concerning Subcontractors, Suppliers and Others

Add the following immediately after Paragraph 6.06.A.

1. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
2. Per MassDEP DMS requirements, Contractor shall comply with the minimum Disadvantaged Business Enterprise goals set forth in Section 00 73 38. The Awarding Authority (Owner) may suspend, terminate or cancel the Contract, in whole or in part, or may call upon the Contractor’s surety to perform all terms and conditions in the Contract, unless the Contractor is able to demonstrate compliance with the terms of Section 00 73 38, and may further deny to the Contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

SC-6.17 Shop Drawings and Samples

Add the following immediately after subparagraph 6.17.A.1.b.

c. Submit Certification of Compliance with AIS Requirements. Submit Step Certification (preferred) or General Certification for equipment and material provided for the Project, examples included as an attachment to this section.

SC-8.11 Evidence of Financial Arrangements

Pursuant to Paragraph 8.11.A, the Project is funded in part with monies made available by the EPA’s Clean Water State Revolving Fund and the Massachusetts Clean Water Trust (the “Trust”) and is subject to the approval by the MassDEP.

SC-11.01 Cost of the Work

Add the following immediately after subparagraph 11.01.A.1.a.

b. Per MassDEP DMS requirements, certain items have limitations on financial participation under the State Revolving Loan Fund Program. See the MassDEP-DMS Policy Memoranda included in the attachment to this Section.

1) mobilization shall not exceed 5 percent of the total Contract Price Policy Memorandum No. PM-7 included in the attachment to this Section;

2) the Direct Labor Cost markup percentage applicable to change orders for this Contract was submitted by the Contractor upon award and is attached to the Agreement; and
3) See the Policy Memoranda included in the attachment to this Section for the following.

   Permits – applicable portion of PM-2
   Pavement – PM-8
   Rock Excavation – PM-14
   Traffic Police – PM-15

Add the following immediately after subparagraph 11.01.B.5.

   6. Cost of police details shall not be included in Contract Price nor in mobilization costs. Police details will be direct billed by the police department to Owner. Police details scheduled and not used by the Contractor will be back-charged to Contractor.

**SC-12.01 Change of Contract Price**

Add the following immediately after subparagraph 12.01.B.3.

   4. Where the Work is covered by SRF funding, change orders shall be processed in accordance with MassDEP DMS Policy Memorandum PM-10 included in the attachment to this Section. Overhead and profit referenced in PM-10 shall be as follows for this Project.

       For items B(5) and C(5): 10%
       For items B(6) and C(6): 5%

   a. Documentation required to substantiate quantities in change orders shall be in accordance with MassDEP DMS Policy Memorandum PM-16 included in the attachment to this section.

   b. The Direct Labor Cost markup percentage applicable to change orders for this Contract was submitted by Contractor upon award and is attached to the Agreement.

Add the following at the end of subparagraph 12.01.C.1. “or as set forth above if Project is subject to SRF Program requirements.”

**SC-14.02 Progress Payments**

Add the following immediately after subparagraph 14.02.A.3.

   4. Per MassDEP DMS requirements, the Contractor shall provide reports documenting the portion of Contract and subcontract dollars paid to DBEs, and Contractor’s efforts to achieve the goals, with each application for payment submitted or at such greater intervals as specified by the Owner in accordance with Section 00 73 38. The Contractor shall require similar reports from its Subcontractors.
SC-14.07 Final Payment

Add the following immediately after subparagraph 14.07.A.2.e.

f. Per MassDEP requirements, submit documentation required to substantiate quantities in the request for Final Payment in accordance with MassDEP DMS Policy Memorandum PM-16 included as an attachment to this section.

ATTACHMENTS

A. Mass DEP-DMS Policy Memoranda (Appendix F)

B. DEP Diesel Retrofit Program (Mass DEP-DMS Appendix B)

C. AIS Guidance Memorandum and related information (Mass DEP-DMS Appendix I)

END OF SECTION
APPENDIX F

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES
DIVISION OF MUNICIPAL SERVICES POLICIES

The Division of Municipal Services (DMS) has established the following policies for all Division financially-assisted projects.

POLICY MEMORANDUM NO. PM-1  EASEMENTS AND RIGHTS OF WAY

Prior to the approval of financial assistance for construction, the owner shall obtain and shall thereafter retain, a fee simple or such estate or interest in the site of construction and rights of access as will assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project. The Division may refuse to approve financial assistance until it has received from the owner sufficient assurances that such interests have been obtained. Unless the Division otherwise notifies the owner, the certificate (under pains and penalties of perjury) of the owner’s legal representative shall constitute such sufficient assurance.

Additional cost which result from interruptions of construction or extensions of contract time caused by the owner’s failure to obtain the necessary interests in land shall be ineligible for financial assistance, and all such additional costs shall be borne by the owner.

POLICY MEMORANDUM NO. PM-2  PERMITS

The owner shall be responsible for identifying and obtaining all federal, state, local and railroad permits required by the nature and location of construction, including but not limited to building construction permits and permits for street and highway cuts and openings, and all such permits shall be listed in a separate permits section of the contract documents. To the extent possible, such permits shall be obtained by the owner prior to the solicitation of bids for construction, and copies of all permits so obtained shall be included in the said permits section. The status of the application for each permit, including the permit conditions, and costs, not obtained prior to the solicitation of bids shall also be indicated in the contract documents permits section. The Division may refuse to approve financial assistance for construction unless and until it has received from the owner sufficient assurances that all necessary permits have been or will be obtained prior to the commencement of construction.
Policy Memorandum No. PM-2 – Permits (Con’t)

The contractor shall be responsible for obtaining all permits required of his equipment, work force, or particular operations (such as blasting) in the performance of the contract and not otherwise specified in the two preceding paragraphs as to be obtained by the owner. These permit fees shall be paid by the contractor.

The owner shall be responsible for the payment of all other permit fees required by the construction.

The following permits shall not be eligible for financial participation by the Department of Environmental Protection (DEP).

- Permits and insurance for construction in railroads’ rights of way;
- Building permits;
- Permits for opening public streets and other public or municipal rights of way;
- Permits for the use of explosives;
- Permits for the disposal of waste materials;
- Permits and fees for connecting to municipal utilities.

Permits required by extraordinary circumstances and not specifically excluded from eligibility above may be eligible for DEP participation. For such permits to be so eligible, the owner or his representative must notify the DEP project engineer in advance of obtaining such permit and receive from the engineer specific agreement that such permit will be eligible for DEP participation. Eligibility for such participation will not be made retroactively.

Additional costs which result from interruptions of construction or extensions of contract time resulting from the owner’s or the contractor’s failure to obtain the necessary permits may be ineligible for participation.

POLICY MEMORANDUM NO. PM-3

FIELD CONTROLS

The Owner shall be responsible for indicating on the contract drawings all easement limits and all property and other control lines for locating the principal component parts of the work together with those elevations and bench marks used in the design of the work, all hereinafter referred to as "field controls". Where easement and property limits have not previously been established in the field, the owner shall be responsible for establishment of such limits. From the information provided by the Owner, unless otherwise specified, the Contractor shall develop and make all layouts required for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

Whenever he has reason to believe that an error exists or whenever he is otherwise unable to locate the field controls, the contractor shall promptly notify the owner and the owner's engineer of such error with appropriate documentation.
POLICY MEMORANDUM NO. PM-4  

RECORD DRAWINGS

The Owner shall be responsible for the preparation of all record drawings required by this contract. This responsibility may be delegated to the Owner’s representative. The responsibility for preparation of record drawings shall not be delegated or transferred to the contractor. They may use the contractor’s and sub-contractor’s certified AS BUILT drawings along with their own marked up set in the preparation of the Record Drawings.

Division approved contract drawings shall be revised upon completion of the contract to reflect any changes made and/or final quantities, as appropriate.

POLICY MEMORANDUM NO. PM-5  

PLAN SCALE

Unless otherwise approved in advance by the Division, the horizontal scale for construction plans for non-structural facilities shall be 1” = 40’. A larger horizontal scale shall be used where appropriate to show sufficient detail to construct the project. The vertical scale for construction plans for non-structural facilities shall be 1” = 4’. Based on the best information available at the time of their preparation, the location of underground utilities and support structures for overhead utilities shall be shown on the plans.

Unless otherwise exempted in advance by the Division, construction plans shall be updated whenever the date of the advertisement for bids for the construction of such facilities is more than one year after the date of approval by the Division or EPA; and in the case of approval by both such agencies, the later approval date shall be used in determining the need for update.

The consulting engineer shall receive adequate compensation for updating plans and specifications, and such additional cost shall be eligible for assistance to the extent not otherwise prohibited by USEPA and Division regulations and program guidance.

All revision, or review without need for revision, shall be noted and dated on the plans prior to advertisement of the project for bid.

POLICY MEMORANDUM NO. PM-6  

BORINGS LOGS

All soil borings shall be taken as close as practicable to the construction line, and the location of all such borings shall be clearly indicated on the contract drawings. The plan view shall show the location and boring number of each boring. The profile view shall show the location, elevation, and depth of each soil boring, the location of each change in soil stratum, the groundwater level, and the average of blow counts at each five foot interval. As a minimum, boring logs to be submitted with the plans and specifications shall show the name of the company taking the borings, the soil classification, the number of blows per foot of penetration, the groundwater elevation, and the date on which the borings were taken.

As part of the submission of plans and specification for approval, the owner’s representative shall include written justification for the lesser frequency and depth of borings where their interval is more than approximately 300’ or their depth is less than 50% below depth of pipe invert.

DEP-DMS-PM Page 3 of 21

DEP-DMS-F Page 3 of 24
POLICY MEMORANDUM NO. PM-7  

BREAKDOWN OF BID ITEMS

The following items shall, where applicable, be listed separately in the bid documents.

1. Mobilization  
2. Pavement  
   a. Municipal  
      i. temporary  
      ii. permanent  
   b. State  
      i. temporary  
      ii. permanent  
3. Concrete cradle or encasement  
   (to be identified where applicable)

4. Rock-Excavation  
5. Wood or steel sheeting left in place  
6. Excavation of unsuitable materials below grade.  
7. Select and/or borrow material  
8. Dewatering  
9. Special Dewatering (coffer dam)

Mobilization costs are the costs of initiating the contract, exclusive of the cost of materials. Payment for mobilization shall be a lump sum at the price bid for this item in the proposal and shall be payable when the contractor is operational on the site. For purposes of this policy, “operational” shall mean the substantial commencement of work on site.

The lump sum price bid for mobilization shall not exceed five per centum (5%) of the total amount of the bid.

POLICY MEMORANDUM NO. PM-8  

PAVEMENT

All roads and trenches therein shall be refilled and repaved in accordance with specifications provided by the owner in the contract documents. Please note that this policy may be excludable on federally assisted projects where bid alternative items may be required (i.e. trench width vs. full width pavement). You are advised to seek project specific clarification.

Loan eligibility shall be limited to the following:

A. Where the depth of the pipe invert is 0 to 8’, the maximum pavement widths which shall be eligible for financial assistance are as follows:

<table>
<thead>
<tr>
<th>Nominal Pipe Diameter</th>
<th>Maximum Eligible Widths</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-24”</td>
<td>Initial Pavement</td>
</tr>
<tr>
<td></td>
<td>6’-6”</td>
</tr>
<tr>
<td></td>
<td>Permanent Trench</td>
</tr>
<tr>
<td></td>
<td>8’-6”</td>
</tr>
</tbody>
</table>

Where the nominal pipe diameter is greater than 24” the maximum eligible width for initial re-paving shall be the nominal diameter of the pipe plus four (4) feet, and for permanent trench re-paving the maximum eligible width shall be the nominal pipe diameter plus six (6) feet.

B. For each additional four (4) feet (or fraction thereof) of pipe invert depth, add three feet to the eligible width limits stated in paragraph A.
Policy Memorandum No. PM-8 – Pavement (Con’t)

At the design phase of a project the owner has the option to elect either Initial Pavement with Option I (Permanent Trench replacement) or Initial with Option II (curb to curb over initial)

**Initial Pavement**

![Diagram of Initial Pavement](image)

\[ d^* = \text{depth of existing pavement to a maximum of 3 inches (see general notes #3)} \]

\[ w = \text{maximum eligible Initial pavement width as described in paragraphs “A” & “B” on page DEP-DMS-CG’s-P4.} \]

**OPTION I  Permanent Trench Pavement**

![Diagram of Permanent Trench Pavement](image)

\[ d^* = \text{depth of existing pavement trench to a maximum of 3 inches (see general notes #3)} \]

\[ w = \text{maximum eligible permanent pavement width as described in paragraphs “A” & “B”.} \]

equals initial width plus 2 feet and includes:

- Cutting edges for the permanent trench
- Removal of initial patch plus two feet of existing pavement
- Fine grading/compacting gravel
- Placement of Permanent Trench pavement in two courses.
OPTION II  Curb to Curb Pavement (overlay pavement for roadways up to 28 feet)

E.R. = edge of existing paved roadway

1/2” overlay pavement up to 28 feet.

Initial Pavement (left in place)

w (initial)

E.R.

GENERAL NOTES:

1. Repavement of settled areas and crown restoration within the trench limits shall be the responsibility of the contractor.
2. Leveling outside the trench limits shall be the responsibility of the owner.
3. Sewer trench re-fill and pavement re-paving on public ways under the jurisdiction of the Massachusetts Department of Public Works, the Metropolitan District Commission, or other such agency shall be in accordance with permit(s) issued therefore by that Department or Commission, as the case may be.
4. The Division will consider requests for increase in the participating pay limits defined in paragraphs A and B, when such increases are, in the Division’s opinion, reasonable. Such requests should be documented in writing and submitted to the Division in a timely manner.
5. Projects which deviate from the above options are required to seek Division review and approval.
POLICY MEMORANDUM NO. PM-9

PIPE TESTING

Monthly payment estimates shall be prepared in accordance with contract documents. All pipe shall be tested in accordance with the contract documents and sound engineering practice. If, after 60 days following submission of a monthly payment estimate for pipe items, the pipe for which payment is requested has not been successfully tested, the owner may withhold up to 10% of the amount requested for such pipe items until the pipe has been so tested. However, in the case of a major (pipe diameter 24 inches or greater) interceptor pipe installation, sums retained by the owner pursuant to this policy memorandum shall not exceed two per centum (2%) of the costs of such pipe items.

POLICY MEMORANDUM NO. PM-10

CHANGE ORDERS

Executed change orders submitted to the Division for review and processing for financial assistance must be prepared on the attached Change Order Forms (PM-10, Attachment 1, pages A-1 & A-2) with a duplicate copy, calculation sheet(s) (PM-10, Attachment 2), and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order and/or limited financial assistance.

M.G.L. c.44, s.31C requires that the auditor, accountant, or other municipal officer having similar duties must certify that adequate funding in an amount sufficient to cover the total cost of the change order has been made. Change orders will not be processed or approved until this certification is made on the face of the Change Order Form (PM-10 Attachment 1).

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction.

Payment of change orders shall be made in accordance with one of the following three methods:

A. Existing unit prices as set forth in the contract; or
B. Agreed upon lump sum or unit prices; or
C. Time and materials

A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the contractor may accept full and final payment at the contract unit price(s) for the acceptable quantities.
Policy Memorandum No. PM-10 – Change Orders (Con’t)

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the contractor shall submit promptly in writing to the Engineer and offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

(1) The estimated cost of labor, plus
(2) Direct Labor Cost, plus
(3) Material and Freight Costs, plus
(4) Equipment Costs, plus
(5) An amount not to exceed 20% of the sum of items (1) through (4) for overhead and profit, plus (if applicable),
(6) In the case of work done by a subcontractor an amount not to exceed 7 1/2 %, for the general contractor of the sum of items (1) through (4) for his overhead and profit, less, if applicable,
(7) Credits for work deleted from the contract.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained from above and is so stated in the change price, the contractor shall accept as full payment for which no other agreement is contained in contract, and amount equal to:

(1) The estimated cost of Labor, plus
(2) Direct Labor Cost, plus
(3) Material and Freight Costs, plus
(4) Equipment Costs, plus
(5) An amount not to exceed 20% of the sum of items (1) through (4) for overhead and profit, plus (if applicable),
(6) In the case of work done by a subcontractor an amount not to exceed 7 1/2 %, for the general contractor of the sum of items (1) through (4) for his overhead and profit, less, if applicable,
(7) Credits for work deleted from the contract.

Explanation of items (1) through (7) as outlined in “B” and “C”:

(1) Labor – Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items (5) and/or (6). Hourly labor rates in excess of those as listed in the contract wage rates (Federal or State, whichever applies) require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.
Policy Memorandum No. PM-10 – Change Orders (Con’t)

(2) **Direct Labor Costs** - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible for financial assistance. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

- Workman’s Compensation
- Federal/State: Social Security Tax and Unemployment Tax;
- Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Mass. Wage Rates of the contract specifications)
- Liability Insurance: Bodily Injury;
  - Excess Umbrella;
  - Property damage;
  - Public Liability
- Blasters Insurance
- Builders Risk Insurance
- Experience Modification Insurance
- Surcharges

Following the Notice of Intent to Award, the Owner shall require the Low Bidder to submit the percentage to be used for the Direct Labor Cost markup, along with the breakdown of how it is calculated (this number shall be required and submitted to MassDEP before and Authorization to Award is issued by DMS). This documented direct labor cost may be adjusted upon the submission of new documentation which demonstrates both how and why it has changed.

(3) **Material and Freight** – Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
Policy Memorandum No. PM-10 – Change Orders (Con’t)

(4) **Equipment** – Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current Nielson/Dataquest Rental Rate bluebook for Construction Equipment (the “Bluebook”). In determining the rental rate the following shall apply:

(a) For equipment already on the project – the monthly prorated rental rate by the hourly use shall be applicable;
(b) For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items (5) and/or (6) (1 month (normal use) = 176 hours)

(5) & (6) **Overhead and Profit** – All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).

(7) **Credits** – Work deleted, material and equipment removed from the contractor, stored and/or returned shall be credited to the cost of the change order, less costs.

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer. Deviations from any of the above will be reviewed for financial assistance on a case-by-case basis.

The change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs.
CHANGE ORDER FORM

PM-10 Attachment 1   Page 1 of 2

SRF Number ____________________________
Public Entity ____________________________
Contract Number ____________________________
Change Order Number ____________________________

Contract Amount (As Bid) $ __________
Net Change in Contract Price (this change order) $ __________
Total Adjusted Contract Price (including this and all other change orders) $ __________

This change order extends the time to complete the work by ________ calendar days.
The extended completion date is ____________________________
This change order checked by ____________________________
(Chief) Resident Engineer ____________________________ Date ____________________________
This change order is requested by: ____________________________
This change order is recommended by: ____________________________
Consultant Engineer ____________________________ P.E. Number ____________________________ Date ____________________________

The undersigned agree to the terms of the change order.
Contractor ____________________________ Date ____________________________
Owner ____________________________ Date ____________________________

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.
By: ____________________________ Certification Officer (Auditor, accountant, treasurer) ____________________________ Date ____________________________

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS
CHANGE ORDER FORM (Continued)

Public Entity

SRF No:  
Contract No.  
Change Order No.  

Contract Title:

Owner’s Name:

Owner’s Address:

Contractor’s Name:

Contractor’s Address:

Description of Change

Reason for Change
# CALCULATION SHEET

(1) Labor

<table>
<thead>
<tr>
<th>Role</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>10</td>
<td>$10.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>10</td>
<td>8.50</td>
<td>85.00</td>
</tr>
<tr>
<td>Operator</td>
<td>10</td>
<td>9.50</td>
<td>95.00</td>
</tr>
<tr>
<td>Laborers</td>
<td>24</td>
<td>7.00</td>
<td>168.00</td>
</tr>
</tbody>
</table>

Total Labor Cost: $448.00

(2) Direct Labor Cost (use the agreed upon Direct Labor Cost)

* (30)% of $448 = 134.00

(3) Materials & Freight

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 l.f. of 12” pipe</td>
<td>150</td>
<td>$2.00</td>
<td>300.00</td>
</tr>
<tr>
<td>15 v.f. precast SMH</td>
<td></td>
<td></td>
<td>1,700.00</td>
</tr>
<tr>
<td>Freight (slip # Enclosed)</td>
<td></td>
<td></td>
<td>25.00</td>
</tr>
</tbody>
</table>

Total Materials & Freight: $2,025.00

(4) Equipment

<table>
<thead>
<tr>
<th>Item</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoe</td>
<td>10</td>
<td>$80.00</td>
<td>800.00</td>
</tr>
<tr>
<td>Truck-crane</td>
<td>10</td>
<td>$100.00</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

Total Equipment Cost: $1,800.00

(5) 20% markup for Overhead, Profit

20% of $4,407 = 881.00

(6) 7½% markup for general contractor (if subcontractor is involved)

7½% of $4,407 = 331.00

(7) Credits (deductibles)

- 323.00

Total Cost: $5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, Calculation, photographs, reports .............
POLICY MEMORANDUM NO. PM-11  

UTILITY RELOCATION

The construction of treatment facilities, sewers, pumping stations, force mains and appurtenant work can cause the relocation of utilities. Costly relocation can sometimes be minimized by early communication and cooperation of the representatives of the municipality (owner) and the utilities.

Every possible effort should be made by the owner and each utility to establish the location of existing utilities in the vicinity of the proposed construction. The owner or its consulting engineer should make every reasonable effort to design the proposed construction so that relocation of existing utilities is minimized whenever possible. If the proposed construction is in an area of many existing utilities or in an otherwise critical area, the utilities are encouraged to mark the location of their existing utilities at the site during the design phase of the project.

During the design phase of the project, the municipality should provide timely notice to all utilities known or thought to have facilities in or proximate to the site of such future construction.

POLICY MEMORANDUM NO. PM-12  

REFUNDABLE DEPOSITS FOR PLANS AND SPECIFICATIONS

For each set of project plans and specifications provided, the owner may require a deposit in form of cash or other appropriate security, in an amount sufficient to cover the costs of production of such plans and specifications.

Upon return of the plans and specifications to the owner within a reasonable time and in good condition, such deposit shall be refunded.

Actual mailing costs, if any, shall be borne by the party requesting such plans and specifications.

POLICY MEMORANDUM NO. PM-13  

BID OPENING PROCEDURES

As a minimum, bid documents shall be reviewed/inspected for conformance to the following bid opening procedure in the order presented below. Failure to comply with any of these steps shall render the bid non-responsive and upon determination of such non-responsiveness, such bid shall be rejected immediately, set aside, and shall receive no further consideration.

Bid Opening Procedure

Step #1.  Timeliness – The bid must be filed at the place and within the time specified therefore in the invitation to bid, and no bid shall be accepted after such time. The time at which a bid is filed should be time/date stamped or otherwise prominently noted on the bid;
Policy Memorandum No. PM-13 – Bid Opening Procedures (Con’t)

Step #2.  **Bid Security** – Properly executed bid security, in the amount and terms specified in the invitation to bid (equal to 5% of Base Bid or Highest Possible Amount considering all alternatives) shall be placed in a seal envelope and attached to the outside of the envelope containing the bid at the time of its submission;

A.  **Bid Bond**

    The Bid bond must be dated On or Before the Bid Date;
    Issued by a Bonding Company Licensed in Massachusetts;
    Accompanied by a Current Power of Attorney;
    Signed by Surety;

B.  **Check**

    The Check must be a Certified, Cashiers or Bank Treasurer’s;
    Dated On or Before the Bid Date;

Step #3.  **Bid Signature** – The bid and all accompanying documents so required shall be signed by the bidder or its authorized representative before submission;

Step #4.  **Addenda** – All addenda shall be sent certified mail, return receipt requested, by the owner to all individuals and organizations which have received plans and specifications and shall be mailed not later than five days prior to the date established for submission of bids. All bidders shall include with their bids written acknowledgement of receipt of all addenda, which acknowledgement may be on a form provided therefore by the owner.

    **Alternates** – Any Alternates shall be acknowledged.

Step #5.  **Written Dollar Amounts** – The total dollar amount of each bid shall be read, and the three lowest bids shall be selected for further consideration. The remaining bids shall then be set aside. The three apparent low bids shall be read to determine whether the unit price for each line item of each bid has been written therein in words. If it has not, such bid shall be rejected and shall receive no further consideration. *Bid amounts shall be consistent (words vs. numbers) and if words and numbers differ, the words govern.* This procedure shall then be repeated with the next apparent low bid until three are acceptable which have all the unit prices written in words, at which time the lowest bid shall be announced as the apparent low bidder, and the bid opening procedure shall be closed.

    The Division recommends that this policy memorandum be included in all contract specifications and that the owner’s evaluator(s) use the attached form (PM-13 Attachment 1) for bid opening procedures.

    The Contractor’s Bid Opening Checklist also attached hereto, is for use by each contractor to assure that his bid conforms with this policy memorandum. It is recommended that the checklist (PM-13 Attachment 2) be included in information for bidders, or at the end of the bid proposal, or in some other prominent part of the bid specifications.
### FORM FOR BID OPENING PROCEDURES
*(to be completed by the owner’s evaluator(s))*

**CONTRACT NO.:** ____________________________  **DATE:** ____________________________

**CONTRACT NAME:** ____________________________  **BID OPENING TIME:** ____________________________

All non-responsive bids shall be rejected forthwith by the awarding authority upon determination of such bids’ non-responsiveness at the time bids are opened and read. Failure to comply with any one of the requirements shall render the bid non-responsive, and upon determination of such non-responsiveness such bid shall be rejected and receive no further consideration.

<table>
<thead>
<tr>
<th>NO.</th>
<th>BIDDER</th>
<th>A = Acceptable</th>
<th>N-R = Non-Responsive (explain reasons on supplemental sheet &amp; attach)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>9</td>
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<td>10</td>
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<td></td>
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<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Evaluator(s) ____________________________________________________________

________________________________________

________________________________________

________________________________________
BID OPENING PROCEDURES
CONTRACTORS CHECKLIST

CONTRACT NO.: ___________________________  BIDDER: ___________________________  DATE: ___________________________

All non-responsive bids shall be rejected forthwith by the awarding authority upon determination of such bids’ non-responsiveness at the
time bids are opened and read. Failure to comply with one or more of the following requirements shall render the bid non-responsive,
and upon determination of such non-responsiveness such bid shall be rejected and receive no further consideration.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>REQUIREMENTS</th>
<th>COMPLIANCE (CIRCLE 1)</th>
<th>REASONS FOR REJECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Timeliness</td>
<td>Bid filed w/in time specified</td>
<td>Yes</td>
<td>No; Rejected</td>
</tr>
<tr>
<td>2. Bid Security</td>
<td>Appropriate and properly Executed security w/bid.</td>
<td>Yes</td>
<td>No; Rejected</td>
</tr>
<tr>
<td>3. Signature</td>
<td>Bid signed by authorized Representative</td>
<td>Yes</td>
<td>No; Rejected</td>
</tr>
<tr>
<td>4. Addenda</td>
<td>All addenda acknowledge Any alternative</td>
<td>Yes</td>
<td>No; Rejected</td>
</tr>
<tr>
<td>5. Dollar Amount</td>
<td>Dollar amount in words Specified for each line item in bid</td>
<td>Yes</td>
<td>No; Rejected</td>
</tr>
</tbody>
</table>
POLICY MEMORANDUM NO. PM-14  

PAYMENT FOR ROCK EXCAVATION

There shall be in the contract documents a separate pay item for rock excavation. For such purposes, “rock” shall mean igneous, sedimentary, metamorphic, and conglomerate rock, which for excavation must be drilled, blasted, broken, or ripped by power tools. Boulders and concrete structures one cubic yard or greater, however removed, are included within this definition of rock for payment purposes. At the option of the owner or his representative a separate pay item for boulders, concrete structures, or concrete road base may be used.

<table>
<thead>
<tr>
<th>Depth From Ground Surface To Invert Pipe</th>
<th>Pay Width (Nominal Pipe Diameter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>* 0 – 12’</td>
<td>0-24”</td>
</tr>
<tr>
<td>* Over 12’ – 20’</td>
<td>5’0”</td>
</tr>
<tr>
<td></td>
<td>D+3’0”</td>
</tr>
<tr>
<td></td>
<td>7’0”</td>
</tr>
<tr>
<td></td>
<td>D+5’</td>
</tr>
</tbody>
</table>

Engineer’s plans and specifications shall establish pay limits below pipe and structures.

- See PM-14 Attachment 1 (typical cross section)

Payment width for depths over twenty feet (20”) shall be determined on a case-by-case basis consistent with the foregoing chart.

The pay limit for rock removal outside proposed manholes shall commence one foot (1’) outside the widest dimension of the structure of shall be the maximum connecting trench width, whichever is greater.

Payment depth for rock which is encountered in a trench shall be no less than three feet (3’) when removal can be accomplished only by drilling and blasting or by use of jack (air or hydraulic) hammers.

Payment for rock removed, using the same or equal equipment as utilized for normal trench excavation, shall be limited to the actual depth removed within the limits established by the contract documents.

Boulders encountered within the pay limits of excavation, whose volume is one cubic yard or greater, part of which extends outside said limits shall be paid in accordance with the actual volume excavated.
CG-14 ROCK EXCAVATION

DEP/DMS
CG-14
Attachment #1

FOR DEPTH 0 TO 12 FEET

FOR DEPTH OVER 12 FEET AND UP TO 20 FEET
POLICY MEMORANDUM NO. PM-15

TRAFFIC POLICE

The reasonable costs for police details required for traffic control on a construction project which receives financial assistance shall be considered as an eligible administrative cost. A police detail item shall not be included as a bid item in the contract documents.

“Police” as used in this memorandum includes local, county, capital, state, regular and auxiliary police.

Owner’s Responsibility

It shall be the owner’s responsibility to submit in writing the hourly rate of pay to be established for detailed traffic police and each change in rate during the course of the project. It is the owner’s responsibility to arrange, document and pay for such police details. The owner or its representative shall meet with the police chief or other officer in charge of police detail duty to review contract needs. The owner shall maintain a daily record of the following:

a. Officer’s name
b. Hours worked
c. Location of assignment
d. Hourly rate

POLICY MEMORANDUM NO. PM-16

DOCUMENTATION REQUIRED TO
SUBSTANTIATE CONTRACT QUANTITIES

<table>
<thead>
<tr>
<th>Unit</th>
<th>Documentation required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acres (A)</td>
<td>Location, station, offset and calculations.</td>
</tr>
<tr>
<td></td>
<td>Location = Street right-of-way, etc;</td>
</tr>
<tr>
<td></td>
<td>Station = Point on Baseline;</td>
</tr>
<tr>
<td></td>
<td>Offset = Distance left or right of Baseline</td>
</tr>
<tr>
<td>Cubic Yard (C.Y.)</td>
<td>Location, stations, widths, depths, calculations and Cross sections as necessary</td>
</tr>
<tr>
<td>Each (Ea.)</td>
<td>Location, station, and offset.</td>
</tr>
<tr>
<td>Gallon (Gal.)</td>
<td>Location, stations, calculations (if appropriate) and delivery slips.</td>
</tr>
<tr>
<td>Hour (Hr.)</td>
<td>Hours and location.</td>
</tr>
<tr>
<td>Linear Feet (L.F.)</td>
<td>Location, stations, and offsets.</td>
</tr>
<tr>
<td>Month (Mo.)</td>
<td>Location, period of time and calculations if applicable.</td>
</tr>
</tbody>
</table>

DEP-DMS-PM Page 20 of 21
DEP-DMS-F Page 20 of 24
1000 Foot Board Measure (MFBM)  Location, stations, offset, elevations, grade, and calculations.
   Attach invoices where applicable.

Pound (L.b.)  Locations, stations, and calculations (if applicable). Attach
   Delivery weight slips.

Square Feet (S.F.)  Locations, stations and calculations

Square Yard (S.Y.)  Locations, stations and calculations

Ton  Locations, stations and calculations (if applicable). Attach
   Delivery weight slips.

Vertical Feet (V.F.)  Locations, stations, elevations, and offsets.

Note:

1. All of the above, that apply must be submitted with a final payment request or change order as applicable.
2. Where in place measurement is not possible or practical, delivery slips may be used to substantiate quantities.
3. Change orders – See PM-10 in which some of the above may be applicable in justifying materials, equipment
   and labor.
4. When necessary, itemized quantities must be separated into eligible and non-eligible units with separate
   calculations to justify eligible costs.
5. Overruns and underruns of any specific item shall be explained with an appropriate sentence or paragraph.
6. On all quantities, units of payment shall be maintained at the project site and shall be updated daily so that
   upon field inspection by the C.O.E., EPA or DMS, the quantities paid to date can be substantiated.
7. In the case of unforeseen conditions, photos should be submitted with the applicable item in addition to the
   recommended documentation.
8. Documentation of units of payment shall be clearly legible and cross referenced to the applicable sheets of the
   record drawings.
9. For record drawings policy, please see PM-4.

DMS Policies 1 through 16  Approved By:

Steven J. McCurdy
Division of Municipal Services

DEP-DMS-PM Page 21 of 21
DEP-DMS-F Page 21 of 24
The Department of Environmental Protection seeks to protect existing and potential water supplies from the potentially negative effects of leaking sewer lines through the adoption of a Department policy on this subject.

The following restrictions will apply to new sewer construction statewide:

**Gravel Packed Wells**

~ Within the 400 foot radius protective distance around gravel packed wells, all sewer lines and appurtenances are prohibited, unless they are necessary to eliminate existing and/or potential sources of pollution to the well.

**Tubular Wells**

~ Within the 250 foot radius protective distance around tubular wells, all sewer lines and appurtenances are prohibited, unless they are necessary to eliminate existing and/or potential sources of pollution to the well.

**Gravel Packed and Tubular Wells**

~ Within a minimum radius of 2,640 feet or unless otherwise documented by an appropriate study specifically defining the area of influence and approved by the Division of Water Supply, all sewer lines and appurtenances will be designed and constructed for maximum water tightness.

- **Force Mains or Pressure Sewers:** shall be tested at 150% above maximum operating pressure or 150 p.s.i. whichever is greater. Testing shall conform to the requirements of the American Water works Association (AWWA) standard c 600.

- **Gravity Sewers:** shall be tested by approved methods which will achieve test results for infiltration or exfiltration of less than 100 gallons/inch diameter/mile/24 hours.

- **Manholes:** shall be installed with watertight covers with locking or bolted and gasketed assemblies. Testing for infiltration/exfiltration shall conform to the same standards as the maximum allowed for pipes in the manhole as required for gravity sewers, indicated above.

- Satisfactory test results for Force Mains, Manholes and Gravity Sewers shall be performed prior to the expiration of the contractor’s one year guarantee period.

- All pumping stations within this zone shall have standby power high water alarms telemetered to an appropriated location that is manned at all times. An emergency contingency plan must be developed by the owner and approved by the BWR.

- A minimum of Class B bedding as defined by WPCF-MOP9 must be used for all piping.

- Service connections (lateral and house connections) shall be rigidly inspected by the appropriate municipal official. Certified inspection reports shall be submitted to the BWR.
### Bedrock Wells

The above requirements are the same for bedrock wells, with the Department reserving the right to require more stringent controls on a case-by-case basis.

### Surface Water Supplies

~ Within 100 feet of all surface water supplies and tributaries all sewer lines and appurtenances are prohibited except as required to cross tributaries or to eliminate existing or potential pollution to the water supply. In the latter case, watertight construction methods shall be use.

~ Tributary stream crossings shall employ watertight construction methods of sewer lines and manholes. Watertight construction must extend 100 feet to either side of the stream.

~ Within 1,000 feet of surface water supplies and tributaries, all pumping stations shall have standby power and high water alarms telemetered to an appropriate location that is manned at all times. An emergency contingency plan must be developed by the owner of the wastewater treatment facility and submitted to the BWR for approval.

~ Beyond 1,000 feet and within the watershed of surface water supplies the Department may in specific circumstances after review, require additional controls.

### Potential Public Water Supplies

The above requirements also apply to potential public water supplies.

### Baseline Date Requirements

Two (2) copies of an appropriately scaled map(s) shall be submitted to the Department which details the proposed sewers and/or appurtenances and also includes the following:

(1) the location of all nearby existing or potential surface water supplies, tributaries thereto, and watershed boundaries;

(2) the location of existing and potential public and municipal potable groundwater supply wells.
The Department reserves the right to impose more restrictive measures than those contained in this policy as deemed appropriate.

Definitions

- **Appurtenances** – all attachments to sewer lines necessary for the transport and operation and maintenance of sewer lines, including manholes, pumping station, siphons, etc.

- **Area of influence** – that area of an aquifer which contributes water to a well under the most severe recharge and pumping condition that can be realistically anticipated (i.e. pumping at the safe yield of the well for 180 days without any natural recharge occurring). It is bounded by the groundwater divides which result from pumping the well and by the contact of the edge of the aquifer with less permeable materials such as till and bedrock. At some locations, streams and lakes may form recharge boundaries.

- **Potential public water supply** – areas designated by communities for water supply purposes where land has been set aside and Department approved pump tests conducted and surface water supplies as defined below.

- **Surface Water Supply** – Waters classified as Class A by the DWPC.

- **Public Water Supply Systems** – as defined in 310 CMR 22.02 (DEP Drinking Water Regulations).

- **Class B Bedding** – as defined in WPCF Manual of Practice No. 9.

**APPROVED:** (Signature on File)

---

**Class B--First-Class Bedding** – Class B bedding may be achieved by either of two construction methods:

a. **Shaped Bottom with Tamped Backfill.** The bottom of the trench excavation shall be shaped to conform to a cylindrical surface with a radius at least 2 in. (5 cm) greater than the radius to the outside of the pipe and with a width sufficient to allow six-tenths of the width of the pipe barrel to be bedded in fine granular fill placed in the shaped excavation. Carefully compacted backfill shall be placed at the sides of the pipe to a thickness of at least 12 in. (30 cm) above the top of the pipe. Shaped trench bottoms are difficult to achieve under current construction conditions.

b. **Compacted Granular Bedding with Tamped Backfill.** The pipe shall be bedded in compacted granular material placed on a flat trench bottom. The granular bedding shall have a minimum thickness of one-fourth the outside pipe diameter and shall extend halfway up the pipe barrel at the sides. The remainder of the side fills and a minimum depth of 12 in. (30 cm) over the top of the pipe shall be filled with carefully compacted material.

DEP-DWS-PM Page 3 of 3

DEP-DMS-F Page 24 of 24
The Department of Environmental Protection (“DEP”) has developed the Diesel Retrofit Program in response to increasing public health concerns with the emissions from diesel engines and vehicles.

**Diesel Construction Equipment Standard**

All diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract (hereinafter “Diesel Construction Equipment”) must have the following pollution control device installed unless exempt as provided below:

1. Emission control technology verified by U.S. Environmental Protection Agency (“EPA”) or the California Air Resources Board (“CARB”) for use with non-road engines;
2. Emission control technology verified by EPA or CARB for use with on-road engines provided that such equipment is operated with diesel fuel that has no more than 15 parts per million sulfur content (i.e. Ultra Low Sulfur Diesel fuel); or
3. Emission control technology certified by the manufacturer that such technology meets or exceeds the emission reductions provided by on-road or off-road emission control technology verified by EPA or CARB, i.e. that a Diesel Oxidation Catalyst is achieving the following minimum emission reductions: particulate matter 20%; carbon monoxide 40%; volatile organic compounds 50%; or a Diesel Particulate Filter is achieving a minimum of 85% emission reductions for particulate matter.

Emission control devices, such as oxidation catalysts or particulate filters, shall be installed on the exhaust system side of the Diesel Construction Equipment. The Contractor shall be responsible to insure that the emissions control technology is operated, maintained, and serviced as recommended by the manufacturer.

For the latest up-to-date list of EPA verified-technologies, see: [https://www.epa.gov/verified-diesel-tech](https://www.epa.gov/verified-diesel-tech)
For the latest up-to-date list of CARB verified technologies, see: [http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm](http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm)

**Exemptions**

The following Diesel Construction Equipment shall be exempt from the standard above. The Contractor shall include such Diesel Construction Equipment in the required recordkeeping:

1. Diesel Construction Equipment not owned by the Contractor and used in the performance of the work under this Contract for 30 calendar days (cumulative days but not necessarily consecutive) or less;
2. Unless otherwise exempt, additional Diesel Construction Equipment originally not anticipated to be used under the Contract or used as permanent replacement after the work under the Contract has commenced, for 15 calendar days from the date such Diesel Construction Equipment is brought on site;
APPENDIX B (cont.)
DIESEL RETROFIT PROGRAM

3. Diesel Construction Equipment with an engine that meets the EPA particulate matter (PM) Tier emission standards in effect at the start of the Contract for non-road diesel engines for the applicable engine power group (e.g., as of January 1, 2009, a piece of Diesel Construction Equipment with a Tier 3 engine is exempt from meeting the standard until the piece of Diesel Construction Equipment is available with a Tier 4 engine) provided that if such emissions standards are superseded during the Contract then such Diesel Construction Equipment must be retrofitted in accordance with the standards above prior to the end of the Contract;

4. A large crane (e.g. a sky crane or link belt crane which is responsible for critical lift operations) if such device would adversely affect the operation of the crane provided the Contractor submits to the municipality’s project engineer written technical justification documenting the adverse impact on operation; and

5. Diesel Construction Equipment that the project engineer has determined is necessary to control a compelling emergency including but not limited to, the need for rescue vehicles or other equipment to prevent harm to human beings or additional equipment required to address a catastrophic emergency such as structure collapse or imminent collapse. After the compelling emergency is controlled, such non-compliant equipment must be removed from the Contract site and may not be used in further performance of the work under this Contract. Meeting Contract deadlines is not a compelling emergency.

**Contractor Certification**

Each bidder shall submit as part of its bid, the Statement of Intent to Comply. Within 10 days of being notified that it has been awarded a contract, the bidder and each of its Contractors and Subcontractors shall submit a Diesel Retrofit Program Contractor Certification. Each such Certification shall contain the following information for each piece of Diesel Construction Equipment:

1. Contractor or Subcontractor name;
2. Equipment type, make, model;
3. Vehicle Identification Number or VIN;
4. Engine model and year of manufacture;
5. Engine HP rating;
6. Emission Control Device (ECD) type (Diesel Oxidation Catalyst or Diesel Particulate Filter);
7. ECD make, model, and manufacturer;
8. ECD EPA or CARB Verification Number or manufacturer’s certification that the DOC or DPF meets or exceeds emission reductions provided by similar emission control technology verified by EPA or CARB;
9. ECD installation date;
10. Type of fuel to be used; and
11. Whether the equipment is owned or rented.

**Recordkeeping**

Each Contractor and Subcontractor shall maintain detailed records of all Diesel Construction Equipment used under the Contract, including the dates and duration times the Diesel Construction Equipment is
used at the Contract site. Records shall be available for inspection by DEP. Each Contractor and Subcontractor shall notify DEP within 48 hours of any new Diesel Construction Equipment brought onto the Contract site.

For Diesel Construction Equipment that has an emissions control device with a manufacturer’s certification, the Contractor shall maintain records of all supporting emissions test data and test procedures. If upon review the emissions reductions are not supported by the test data and test procedures, then the emissions control device may need to be replaced with a compliant retrofit device.

**Project Regulatory Agreement**

The following language shall be included section 4 (Covenants of the Borrower) of the municipality’s Project Regulatory Agreement if it receives funds from the State Revolving Fund:

The Borrower shall require each Contractor and Subcontractor to submit the Diesel Retrofit Program Contractor Certification to DEP and the Borrower prior to commencing work on the Project. The Borrower shall not allow any Contractor or Subcontractor to commence work at the Project site prior to submitting such Certification.
STATEMENT OF INTENT TO COMPLY

This form must be signed and submitted by the bidder as part of the bid.

Local Governmental Unit ___________________________ SRF Project No. __________

Contract No. __________ Contact Title ___________________________

Bidder ___________________________

The undersigned, on behalf of the above-named Bidder, agrees that, if awarded the Contract:

1. the Bidder shall comply with the Massachusetts Department of Environmental Protection’s (“MassDEP”) Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;

2. the Bidder shall require all Subcontractors to comply with MassDEP’s Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and

3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to MassDEP Municipal Services and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

_____________________________ (Signature of Bidder’s Authorized Representative) (Date)

DEP-DMS-B Page 4 of 6
Each Contractor and its Subcontractor(s) must sign and submit this form to DEP DMS project engineer, 5th Floor, MassDEP, One Winter Street, Boston, MA 02108 and the Municipality within 10 days after the Contractor is notified that it is awarded the Contract.

<table>
<thead>
<tr>
<th>Local Governmental Unit</th>
<th>SRF Project No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contact Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor

I, ______________________, an authorized signatory for ____________________________, whose principal place of business is at ____________________________, do hereby certify that any and all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract (hereinafter “Diesel Construction Equipment”) have pollution control devices, such as oxidation catalysts or particulate filters, installed on the exhaust system side of the diesel combustion engine equipment in accordance with the Diesel Retrofit Program Standard.

I am submitting on behalf of ____________________________, a list of all said Diesel Construction Equipment, labeled “Diesel Retrofit List,” that will be used in connection with this Contract by ____________________________. I hereby certify that the information on the attached Diesel Retrofit List is correct and accurate as of the date of signature. The List includes the following information for each piece of Diesel Construction Equipment:

1. Equipment type, make, model;
2. Vehicle Identification Number or VIN;
3. Engine model and year of manufacture;
4. Engine HP rating;
5. Emission Control Device (“ECD”) type (Diesel Oxidation Catalyst or Diesel Particulate Filter);
6. ECD make, model, and manufacturer;
7. ECD EPA or CARB Verification Number or manufacturer’s certification that the DOC or DPF meets or exceeds emission reductions provided by similar emission control technology verified by EPA or CARB;
8. ECD installation date;
9. Type of fuel to be used; and
10. Whether the equipment is owned or rented.
APPENDIX B (cont.)

DIESEL RETROFIT PROGRAM CONTRACTOR CERTIFICATION

shall notify DEP within 48 hours of any new Diesel Construction Equipment brought onto the Contract site. shall maintain detailed records of all Diesel Construction Equipment used at the Contract site, including the dates and duration times the Diesel Construction Equipment is used at the Contract site. shall make such records available for inspection by DEP. shall ensure that the emissions control technology for each piece of Diesel Construction Equipment is operated, maintained, and serviced as recommended by the manufacturer. shall retrofit prior to the end of the Contract any Diesel Construction Equipment no longer exempt from meeting the Diesel Construction Equipment Standard under exemption 3 (because it had an engine that met the EPA particulate matter (PM) Tier emission standards currently in effect at the start of the Contract for non-road diesel engines for the applicable engine power group and such emissions standards were superseded during the Contract).

I acknowledge that this certificate is being furnished as a requirement under this Contract and is subject to applicable State and federal laws, both criminal and civil. Signed under pains and penalty of perjury on this date .

Signature

Name: 

Title: 
APPENDIX I

AMERICAN IRON AND STEEL REQUIREMENTS

MEMORANDUM


FROM: Andrew D. Sawyer, Director
Office of Wastewater Management (4201MT)

Peter C. Greaves, Director
Office of Ground Water and Drinking Water (4691M)

TO: Water Management Division Directors
Regions 1 - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water supply or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act) through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.
Implementation

The Act states:

Sec. 436 (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.
(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

**Project Coverage**

1) **What classes of projects are covered by the AIS requirement?**

   All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) **Does the AIS requirement apply to nonpoint source projects or national estuary projects?**

   No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a ‘treatment works’ as defined by section 212 of the Clean Water Act.

3) **Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?**

   Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) **What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?**

   The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) **What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**
If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) **What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) **What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) **What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.
9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of
greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.
17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;  
Ballast Screen;  
Benches (Iron or Steel);  
Bollards;  
Cast Bases;  
Cast Iron Hinged Hatches, Square and Rectangular;  
Cast Iron Riser Rings;  
Catch Basin Inlet;  
Cleanout/Monument Boxes;  
Construction Covers and Frames;  
Curb and Corner Guards;  
Curb Openings;  
Detectable Warning Plates;  
Downspout Shoes (Boot, Inlet);  
Drainage Grates, Frames and Curb Inlets;  
Inlets;  
Junction Boxes;  
Lampposts;  
Manhole Covers, Rings and Frames, Risers;  
Meter Boxes;  
Service Boxes;  
Steel Hinged Hatches, Square and Rectangular;  
Steel Riser Rings;  
Trash receptacles;  
Tree Grates;
20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.
23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.
Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://oig.hhs.gov/fraud/report-fraud/

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF
assistant recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

**Waiver Process**

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

**Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

**Reasonably Available Quantity:** The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

**Satisfactory Quality:** The quality of iron or steel products, as specified in the project plans and designs.

**Assistance Recipient:** A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

**Step-By-Step Waiver Process**

**Application by Assistance Recipient**

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.
The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

**Evaluation by EPA**

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public’s interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.
If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments
The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

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<td><strong>General</strong></td>
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<td>• Waiver request includes the following information:</td>
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<td>— Description of the foreign and domestic construction materials</td>
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<td>— Name and address of the proposed supplier</td>
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<td>— A detailed justification for the use of foreign construction materials</td>
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<td>• Waiver request was submitted according to the instructions in the memorandum</td>
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<td>• Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</td>
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<td><strong>Cost Waiver Requests</strong></td>
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<td>• Waiver request includes the following information:</td>
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<td>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</td>
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<td>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</td>
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<td>— Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</td>
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<td><strong>Availability Waiver Requests</strong></td>
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<td>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</td>
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<td>— Documentation of the assistance recipient’s efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</td>
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<td>— Project schedule</td>
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<td>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</td>
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<td>• Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought</td>
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<tr>
<td>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</td>
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Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

<table>
<thead>
<tr>
<th>Review Items</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Waiver Requests</td>
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<tr>
<td>• Does the waiver request include the following information?</td>
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<tr>
<td>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</td>
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<tr>
<td>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</td>
<td></td>
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<tr>
<td>— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</td>
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<tr>
<td>• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?</td>
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<tr>
<td>Availability Waiver Requests</td>
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<tr>
<td>• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested?</td>
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<tr>
<td>— Supplier information or other documentation indicating availability/delivery date for materials</td>
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<tr>
<td>— Project schedule</td>
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<tr>
<td>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</td>
<td></td>
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<tr>
<td>• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?</td>
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<tr>
<td>• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)</td>
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<tr>
<td>• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include:</td>
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<tr>
<td>— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</td>
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<tr>
<td>— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</td>
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<tr>
<td>— Correspondence with construction trade associations indicating the non-availability of the materials</td>
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<tr>
<td>• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?</td>
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</tbody>
</table>
ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.
ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of __________ (“Purchaser”) and the ____________________ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.
Attachment 5: Sample Certification 1

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA’s State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative
Attachment 5: Sample Certification 2

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA’s State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative
SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Project Description

B. Description of the Work

C. Work Sequence and Coordination

1.02 PROJECT DESCRIPTION

A. The Strand Pump Station is a wastewater and stormwater pumping station located on The Strand, Quincy, MA, and services a mainly residential area. The Project includes, but is not limited to demolition and replacement of the pump station control building and equipment, the wastewater wet well, valve vault, and mechanical equipment, rehabilitation of the stormwater wet well and valve vault, and replacement of storm pumps and valves; replacement of the wastewater force main, rehabilitation of the stormwater force main; and all materials, equipment, services and construction inherent to the Work.

1.03 DESCRIPTION OF THE WORK

A. The Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in the Specifications and Drawings and includes, but is not limited to, the following principal features.

1. Wastewater Process

a. Demolish the existing wastewater wet well and valve vault, including all interior pumps, valves, piping.

b. Provide a new wet well and valve vault with two new pumps, valves, magnetic flow meter, and piping.

c. Provide a new sewer connection to the new wastewater wet well from the existing manhole prior to the pump station.

d. Replace existing wastewater force main with 6-inch HDPE force main from the new wastewater pump station to the intersection of Quincy Shore Drive and Sachem Street.

e. Bypass station as necessary to maintain sewer service
2. Stormwater Process
   a. Replace two stormwater pumps.
   b. Replace wet well and valve vault hatches with fiberglass grated fall protection.
   c. Replace stormwater force main within the roadway of The Strand with 12-inch HDPE piping.
   d. Clean and CCTV inspect the 12” stormwater force main from The Strand to the effluent structure on Quincy Shore Drive and provide information to the engineer for review. If stormwater force main is found to be in poor condition, Contractor shall install Cured in Place Pipe (CIPP) lining within the pipe segment as part of Alternate 1.

3. Control Building
   a. Demolish existing Control Building in its entirety.
   b. Provide new Control Building adjacent to existing structure. New structure is to be installed on helical piles.
   c. Provide new aluminum stair to main entrance of the building.
   d. Provide new front and interior door and frame.
   e. Provide new cladding and metal roofing. Provide solar lighting devices to supply natural light through roof structure.
   f. Provide new louvers for generator and HVAC equipment.
   g. Provide opaque windows in bathroom and control room.
   h. Provide new bathroom.
   i. Provide chase for electrical conduits, sanitary sewer, and water supply.

4. HVAC and Plumbing
   a. Provide new unit heaters with natural gas boiler.
   b. Provide hot water heater for bathroom.
   c. Provide new water service to control building and yard hydrant.
   d. Provide new bathroom plumbing fixtures.
5. Instrumentation and Controls
   a. Provide level sensors and float switches for both stormwater and wastewater pump stations.
   b. Provide new PLC-based control panel with OIT integrated into City-wide SCADA system.
   c. Provide water service pressure monitoring system to be integrated into City-wide SCADA system.

6. Electrical
   a. Maintain electrical service to wastewater and stormwater pump stations.
   b. Install new electrical service from utility pole across the street.
   c. Provide new packaged variable frequency drives (VFDs) for each stormwater pump.
   d. Provide new motor starters for each wastewater pump.
   e. Provide new indoor diesel generator and associated automatic transfer switch.
   f. Provide new interior and exterior lighting system and new building receptacles.
   g. Provide HVAC, process, and miscellaneous equipment connections as required.
   h. Provide a complete grounding system.

7. All materials, equipment, services and construction inherent to the Work.

8. Coordinate with the utility company Eversource for the following Work at The Strand and as shown on sheets E00.01 through E80.02. This Work has been quoted by Eversource at no cost to the Owner.
   a. Furnish, install, and connect new primary cables.
   b. Furnish and install new utility riser pole.
   c. Furnish and connect new utility meter.
   d. Remove and dispose of existing, abandoned utility pole.
   e. Remove and dispose of existing transformer.
   f. Remove and dispose of existing utility riser pole.

B. Work Site locations: generally as shown on the Drawings.

C. Existing conditions and Site data: per the Drawings and Appendix A.
D. Permits: Work in Quincy Shore Drive requires a permit from the Department of Conservation and Recreation. Obtain permit from DCR for this Work and ensure Work in Quincy Shore Drive conforms with the DCR Construction Access General Conditions.

1.04 WORK SEQUENCE AND COORDINATION

A. Work at Quincy Shore Drive shall not be performed between May 1 and October 31.

B. Potential Sequence of Construction

1. Sequence Work to minimize shutdowns and reflect sequencing in the construction schedule.

2. Construct new Control Building and furnish electrical service, gear, and controls as necessary to maintain service to existing facilities.

3. Demolish existing Control Building in its entirety.


5. Install new stormwater and wastewater force mains. Clean and inspect storm water force main to allow the Engineer to determine if Cured in Place Pipe lining is required in the segment between The Strand and Quincy Shore Drive.

6. Demolish existing wastewater pump station to be able to install new gravity sewer to new wastewater pump station and bring new station online.

7. Provide new paving and site improvements, including drainage swales and wetland restoration along The Strand.

C. Coordination

1. Access to residences must be maintained during prosecution of the Work.

2. The stormwater force main segment between The Strand and Quincy Shore Drive is to be cleaned and CCTV inspected per Section 33 01 30. If the pipe is found to be in poor condition per Engineer review, the pipe will be lined with a Cured in Place Pipe per Section 33 01 30.72.

3. Maintain 250 gpm of wastewater pumping capacity on line at all times. Provide sewage bypass pumping in accordance with Section 01 51 40.

4. Maintain 2500 gpm of stormwater pumping capacity on line at all times. Provide bypass pumping in accordance with Section 01 51 40.
5. Maintain access to facilities for the Owner throughout the Project.

6. Coordinate with and pay for the electric utility Eversource to provide required electrical work at The Strand.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
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SECTION 01 11 20

SUMMARY OF FILED SUB-BID REQUIREMENTS

This Contract is subject to the provisions of MGL Chapter 149, Sections 44A through 44H, inclusive.

Pursuant to MGL Chapter 149, section 44F(1)(a), the estimate for each of the following classes of Work exceeds $25,000, separate sub-Bids must be filed, and the Work for these classes of Work has been segregated and is as identified in the Filed Sub-Bid Requirements included in this Section.

Electrical work
SUMMARY OF FILED SUB-BID REQUIREMENTS
ELECTRICAL WORK (ITEM 2A)

A. The Work covered by the Specifications and Drawings listed below requires a filed sub-Bid in accordance with MGL c149, §44A through 44J, inclusive, as amended.

B. The Contracting Requirements in Division 00 and other General Requirements in Division 01 apply to the Work covered by the Specifications and Drawings listed below.

C. Examine all Drawings and Specifications for requirements that affect the Work identified.

D. Coordinate the Work covered by the Specifications and Drawings listed below with related Work of other trades and cooperate with such trades to assure the steady progress of all Work under the Contract Documents.

E. The term “Contractor” used herein and in Specifications and Drawings listed below shall mean the ELECTRICAL Subcontractor except where “General Contractor” is used.

F. The Work under the ELECTRICAL WORK sub-Bid is specified in the following Specification sections:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 05 00</td>
<td>Common Work Results for Electrical</td>
</tr>
<tr>
<td>26 05 19</td>
<td>Low-Voltage Electrical Power Conductors and Cables</td>
</tr>
<tr>
<td>26 05 26</td>
<td>Grounding and Bonding for Electrical Systems</td>
</tr>
<tr>
<td>26 05 33</td>
<td>Raceways and Boxes for Electrical Systems</td>
</tr>
<tr>
<td>26 05 43</td>
<td>Underground Ducts and Raceways for Electrical Systems</td>
</tr>
<tr>
<td>26 22 00</td>
<td>Low-Voltage Dry-Type Transformers</td>
</tr>
<tr>
<td>26 24 16</td>
<td>Panelboards</td>
</tr>
<tr>
<td>26 27 26</td>
<td>Wiring Devices</td>
</tr>
<tr>
<td>26 28 16</td>
<td>Enclosed Switches &amp; Circuit Breakers</td>
</tr>
<tr>
<td>26 29 13</td>
<td>Enclosed Controllers</td>
</tr>
<tr>
<td>26 29 23</td>
<td>Variable Frequency Motor Controllers</td>
</tr>
<tr>
<td>26 32 13.13</td>
<td>Diesel-Engine-Driven Generator Sets</td>
</tr>
<tr>
<td>26 43 00</td>
<td>Surge Protector Devices</td>
</tr>
<tr>
<td>26 51 00</td>
<td>Interior Lighting</td>
</tr>
<tr>
<td>26 56 00</td>
<td>Exterior Lighting</td>
</tr>
</tbody>
</table>
and on the following Drawings:

E00.01 Legend
E05.01 Site Plan
E10.01 One-Line Diagram
E15.01 Demolition Site Plan
E20.01 Lighting Plan
E30.01 Power and Instrumentation Plan
E50.01 Riser Diagrams
E60.01 Schedules
E70.01 Wiring Diagrams
E80.01 Standard Electrical Details Sheet 1
E80.02 Standard Electrical Details Sheet 2

This listing of Drawings shall not limit the responsibility of the ELECTRICAL Subcontractor to determine the full extent of the Work required by the complete set of Drawings.

G. Requirements for Submitting Sub-Bids

1. Sub-Bids for Work covered by the Specifications and Drawings listed above shall comply with the requirements of MGL c149, §44F.

2. Sub-Bids shall be filed on the forms furnished by the Awarding Authority in the Bidding Requirements in a sealed envelope, at the time and place stipulated in the Advertisement for Bids and in accordance with the procedures and requirements set forth in the Bidding Requirements.

H. Sub sub-Bids are required for the following Work per paragraph E of the Form for Sub-Bid - ELECTRICAL WORK which is customarily performed under subcontract with the ELECTRICAL Subcontractor.

NONE

END OF SECTION
SECTION 01 15 20

MAINTAINING OPERATIONS

PART 1 – GENERAL

1.01 SUMMARY

A. The Strand Pump Station is operated 24 hours a day, 7 days per week and must be maintained in continuous operation by the Owner at all time during the entire construction period.

1. Schedule and conduct Work to avoid impeding any pumping operations or create potential hazards to operating equipment and/or personnel.

2. Ensure construction schedule is compatible with the facility operations.

B. Related Requirements

1. Section 01 50 00 – Temporary Facilities and Controls
2. Section 01 51 40 – Temporary Bypass Pumping
3. Section 01 91 15 – Startup and Commissioning

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

1.04 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

B. The Contractor shall at all times conduct his operations so as minimize interference with existing works. The Contractor shall develop a sequence of operation, in cooperation with the Engineer and Owner, which shall provide for the construction and start-up of the new works in the most orderly manner possible. Within 30 calendar days of the Notice to Proceed, the Contractor shall submit complete descriptions of procedures to maintain plant operation to supplement the construction schedule. The description shall include:

1. Step-by-step procedures, required durations, and specific procedures required to be performed by the Contractor as well as assistance from the Owner’s personnel that the Contractor will request. The procedures shall include a minimum 2-week notification to the Owner for any alterations that
affect operation of the pump station. Coordinate with the Owner again seven
days before and on the day of such alterations.

2. Complete plans of temporary systems required as part of this Contract to
maintain pump station operations. These plans shall clearly delineate the
intended location of these items and the Contractor’s proposed methods for
phasing from existing to temporary to completed facilities. These temporary
facilities include, but are not limited to: temporary bypass pumping and
temporary power supplies.

1.05 EXISTING PUMP STATION OPERATIONS

A. Unless permitted in writing by the Owner and Engineer, the construction activities
under this Contract shall not reduce the pumping capacity of either pump station.
The capacity of this station refers to all portions of stormwater or wastewater
including but not limited to the processes directly impacted by this Work.

B. The Owner will continue to operate the pump station during the construction period.
The Contractor shall be required to fully cooperate with the Owner, coordinate the
construction schedule with the Owner and Engineer, and provide the necessary
labor, equipment and materials to prevent interruption to flow or the pumping
capacity.

1.06 LIMITATIONS ON EXISTING PLANT OPERATIONS

A. Work shall be sequenced to achieve project objectives, maintain pump station
operations, and maintain compliance with discharge permit requirements. Refer to
Section 01 11 00 Summary of Work for detailed sequencing and coordination
requirements.

B. All Work connecting with, cutting into, and reconstructing existing pipes or
structures shall be planned to minimize interference with the operation of the
existing facilities and when the demands on the facilities best permit such
interference, even though it may be necessary to work outside of normal working
hours to meet these requirements.

C. Before starting Work which will interfere with the operation of existing facilities,
the Contractor shall do all possible preparatory work and shall see that all labor,
tools, materials, and equipment are made ready. The Contractor shall also assist in
instructing operations and maintenance personnel in any new operating procedures.

D. The Contractor shall provide, maintain, and operate all necessary temporary
facilities.

E. Flow to and through the pump station generally shall not be interrupted.

F. When Work requires that a portion of the pump station be shut down, the Contractor
shall be fully prepared to execute the work in the most expeditious manner. The
Contractor shall plan the work by taking into consideration all potential problems that may be encountered. Spare pumps, pipe and fittings, and any other equipment appropriate for the work to be done shall be readily available for use in an emergency. The Contractor shall be prepared to work continuously (24 hours per day, 7 days per week) during the time when any units or pipelines are out of service that affects the pump station operation.

G. Other than brief interruptions, the system shall remain fully operational at all times. Neither the system flow capacity nor pressure shall be negatively impacted by construction activities.

H. Road access to all areas of the site and surrounding neighborhood must be maintained at all times.

1.07 QUALITY ASSURANCE
A. Provide in accordance with Division 01 General Requirements.

1.08 DELIVERY, STORAGE, AND HANDLING
A. Provide in accordance with Division 01 General Requirements.

1.09 SITE CONDITIONS
A. Existing Conditions: per Division 01 General Requirements.

1.10 POLICE DETAILS
A. Police details will be direct billed by the Police Department to Owner. Provide daily detail slips to the Engineer. Police details scheduled and not used by the Contractor will be back-charged to Contractor. Police details shall be utilized whenever work will occur within the public right-of-way. Contractor shall schedule police details at least 24 hours in advance of the proposed work.

B. Police details for work in Department of Conservation and Recreation jurisdiction shall be filled by Massachusetts State Police. Work in other right-of-ways shall use City of Quincy police. Contractor shall schedule the details with each agency in accordance with their notification requirements for advance scheduling.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION
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SECTION 01 15 30
PAYMENT AND ADMINISTRATIVE PROCEDURES
AND QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section specifies administrative and procedural requirements relating to payment, the process of contract administration, and the methods of communicating, controlling, and assuring quality. This Section applies to all Specifications and Drawings.

B. Certain provisions required by Laws and Regulations may be referenced. Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations.

C. Section Includes

1.02 PAYMENT PROCEDURES
   Schedule of Values
   Payment Procedures
   Change Procedures
   Measurement and Payment Procedures
   Correlation of Submittals

1.03 ADMINISTRATIVE REQUIREMENTS
   Project Management and Coordination; Meetings
   Documentation of Progress
   Submittal Procedures

1.04 QUALITY REQUIREMENTS
   Reference Standards and Regulatory Requirements

1.05 ATTACHMENTS
1.02 PAYMENT PROCEDURES

A. Schedule of Values: in accordance with Article 2 of the Standard General and Supplementary Conditions, if any.

1. Provide sufficient detail to allow for determination of the value of the Work at any degree of completion.

2. For each line item, identify number and title of Specification section in accordance with the Table of Contents.

3. The unit price breakdown included in the Bid Form will constitute the preliminary Schedule of Values for this Project.

4. Number of hardcopies: 1

5. Submit electronically via web-based electronic document management control system in PDF format.

B. Payment Procedures: in accordance with Article 14 of Standard General and Supplementary Conditions, if any.

1. Submit Application for Payment using the form included in the Project Forms section. Utilize latest approved Schedule of Values for listing items in Application for Payment. Provide supporting documentation for items included in the Application for Payment.

a. Number of hardcopies: 1

b. Submit electronically via web-based electronic document management control system in PDF format.

2. Payment Period: at intervals stipulated in the Agreement.

3. Submit an updated Progress Schedule with each Application for Payment.

C. Change Procedures: in accordance with Articles 10 and 12 of Standard General and Supplementary Conditions, if any, utilizing forms included in Section 00 60 00 Project Forms.

Number of hardcopies: 1

Submit electronically via web-based electronic document management control system in PDF format.

1. Field Order: as authorized by Paragraph 9.04 of the Standard General and Supplementary Conditions, if any.
2. **Change Request**: issued by Engineer, Owner or Contractor to request or authorize minor variations and deviations, amendments or supplements to the Contract Documents. Initiate requests for substitute items per Paragraph 6.05 of the Standard General and Supplementary Conditions, if any, using a Change Request.

   a. Engineer or Owner to include a detailed description of a proposed change with supplementary or revised Drawings and Specifications, including a change in Contract Times related to the change (with a stipulation for any overtime work required) and the period of time during which the requested price (if any) will be considered valid. Prepare and submit an estimate within 15 days.

   b. Describe the proposed change and its full effect on the Work. Describe the reason for the change and the effect on the Contract Price and Contract Time with full documentation (and a statement describing the effect on Work by separate or other contractors).

3. **Work Change Directive**: as defined in subparagraph 1.01.A.51 of the Standard General and Supplementary Conditions, if any.

4. **Change Order**: in accordance with Articles 10 and 12 of the Standard General and Supplementary Conditions, if any.

   a. **Stipulated Price Change Order**: based on Contractor's maximum price quotation or Contractor's request for a Change Order as approved by Engineer or Owner.

   b. **Unit Price Change Order**: for pre-determined unit prices and quantities and executed on a fixed unit price basis. Execute Work under a Work Change Directive for unit costs or quantities of Work not pre-determined. Changes in Contract Price and Contract Time to be computed as specified for Time and Material Change Order.

   c. **Time and Material Change Order**: based on itemized account and supporting data after completion of change within time limits indicated in the Standard General and Supplementary Conditions, if any. Engineer or Owner and Contractor to determine the change allowable in Contract Price and Contract Time as provided in the Standard General and Supplementary Conditions, if any. Maintain detailed records of Work completed on this basis, provide full information for evaluation of proposed changes, and substantiate costs for changes in the Work.

5. **“Or Equals” and Substitutes**: Request “Or-Equal” and substitute items as a Change Request per subparagraph 1.02.C.2 above, with complete data substantiating compliance with Contract Documents.
a. Or-Equal” and substitute items will be processed in accordance with Paragraph 6.05 of the Standard General and Supplementary Conditions, if any, and subparagraph 1.03.C.6 below.

D. Measurement and Payment Procedures

1. Payment includes full compensation for required labor, material and equipment, tools, plant, transportation, services and incidentals; erection, application or installation and construction of an item of the Work; and overhead and profit, unless otherwise indicated.

2. See Section 01 20 25 Measurement and Payment.

E. Correlation of Submittals

1. Promptly revise Schedule of Values and Applications for Payment to record each authorized Change Order as a separate line item and adjust the Contract Price.

2. Promptly revise Progress Schedule to reflect any change in Contract Times and revise sub-schedules to adjust time for other items of the Work affected by the change.

3. Promptly enter changes in Project record documents.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Project Management and Coordination; Meetings

1. Contact information for Owner and other entities related to the Project and special coordination requirements and contacts during prosecution of the Work will be provided at the Preconstruction Conference and Site Mobilization Meeting.

2. Inform Owner and Engineer of the address for sending official correspondence and the address and telephone number of Contractor's representative who will be project manager and Site superintendent for the Contract.

3. During periods of construction and testing keep Owner and Engineer informed in writing with name, address, and telephone number of Contractor's representative who will be responsible and available outside of normal working hours for emergency repairs and the maintenance of safety devices.

4. Identify the 24 hour, 7 days per week emergency response telephone or cell phone number that is staffed by a person (not a passive answering machine) or provide that a phone call will be returned within one hour.
5. Identify correspondence, submittals, drawings, data and materials, packing slips or other items associated with this Contract as follows.

The Strand Pump Station Improvements – CWSRF #4508

6. Coordinate scheduling, submittals, and Work of the various Specifications to effectuate an efficient and orderly sequence for installing interdependent construction elements, with provisions for accommodating items installed later.

7. Preconstruction Conference and Site Mobilization Meeting
   a. Owner to schedule an initial preconstruction conference in accordance with Paragraph 2.06 of the Standard General and Supplementary Conditions, if any.
   b. Attendance required by Owner, Contractor, Engineer, Contractor's Superintendent, Project Manager, and Subcontractors as a minimum.
   c. Sample Agenda
      - Distribute Contract Documents
      - Discuss design concepts
      - Discuss preliminary Progress Schedule, Schedule of Submittals, Schedule of Values and preliminary cash flow projections.
      - Designate personnel representing each party; communication procedures
      - Procedures and processing of submittals, substitutions, applications for payments, Change Orders and Contract closeout procedures
      - Scheduling
      - Use of premises by Owner and Contractor
      - Owner's requirements and partial occupancy
      - Construction facilities and controls provided by Owner
      - Temporary utilities provided by Owner and Contractor
      - Survey and Site Layout
      - Security and housekeeping procedures
      - Schedules
      - Procedures for testing
      - Procedures for maintaining record documents
      - Requirements for start-up
      - Inspection and acceptance of equipment put into service during construction period
      - Access, laydown and coordination with others
   d. Engineer will record minutes and distribute draft copies promptly after meeting to Owner and Contractor for review, then revise as
required and distribute thereafter to meeting participants, with copies to Owner and Contractor, and those affected by decisions made.

8. Progress Meetings

a. In addition to other regular Project meetings for other purposes (as indicated elsewhere in the Contract Documents), Engineer to schedule progress meetings beginning no later than 60 days after the Initial Conference and continue throughout progress of the Work thereafter on a monthly basis with times coordinated with preparation of payment requests.

b. Every entity then involved in the planning, coordination, or performance of Work is required to be properly represented at each meeting. Attendance is required by Contractor, Contractor's Superintendent, major Subcontractors and Suppliers, Owner and Engineer as appropriate to agenda topics for each meeting. When applicable, consultants, separate contractors (if any), principal Subcontractors, Suppliers, manufacturers/fabricators, governing authorities, insurers, special supervisory personnel and others with an interest or expertise in the progress of the Work will be included.

c. During each meeting, review each entity’s present and future needs including interface requirements, time, sequence, deliveries, access, Site utilization, temporary facilities and services, hours of Work, hazards and risks, housekeeping, submittals, change orders, and documentation of information for payment requests. Discuss whether each element of current Work is ahead of schedule. Determine how behind-time Work will be expedited and secure commitments from the entities involved in doing so. Discuss whether schedule revisions are required to ensure current Work and subsequent Work will be completed within the Contract Times. Review everything of significance which could affect the progress of Work.

d. Sample Agenda

- Review minutes of previous meetings – unresolved issues
- Overall project status
- Work Completed
- Anticipated Work
- Schedule
- Pay Applications
- Change Orders
- Submittals
- Observations, problems, and decisions
- General Discussion/Comments
- Action Items
- Date and time for next meeting
e. Engineer will record minutes and distribute draft copies within 7 days after each meeting to Owner and Contractor for review, then revise as required and distribute thereafter to meeting participants, with copies to Owner and Contractor, and those affected by decisions made.

9. Pre-installation Conference and Coordination Meetings

a. When required, convene a pre-installation conference at Site before commencing certain Work that requires coordination or has special requirements or approval.

b. Convene coordination meetings as may be generally required.

c. Attendance required by parties directly affecting, or affected by, Work of the specific Specification section.

   1) For pre-installation conference, notify Owner and Engineer 5 days in advance.

   2) For coordination meetings, party requesting coordination meeting to notify other party(s).

d. Review conditions, preparation and procedures, and coordination with related Work.

B. Documentation of Progress

1. Submit preliminary and final Progress Schedules as specified in Paragraphs 2.05 and 2.07 of the Standard General and Supplementary Conditions, if any, or as established in Notice to Proceed.

   Number of hardcopies: 1

   Submit electronically via web-based electronic document management control system in PDF format.

   a. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

   b. Indicate estimated percentage of completion for each item of Work at each submission.

   c. Indicate dates for fabrication, factory testing, delivery, shipping and field testing, and material and equipment delivery dates, including those furnished by Owner. Coordinate with Schedule of Submittals.
2. Submit revised Progress Schedule on monthly basis and with each Application for Payment, identifying changes since previous version. Coordinate content with Schedule of Values, if any.

3. Documentation of Pre-Construction Conditions, Construction Progress, and Final Conditions

   a. Documentation of Pre-Construction Conditions

      1) Submit photographs prior to starting construction to record Site conditions. Ensure existing conditions that might be affected by the Work are clearly recorded. Identify photographs with date, time, orientation and Project identification. Re-take any photograph furnished which, in the opinion of the Engineer, is of poor quality or incomplete at no additional cost to Owner.

      2) Format: PDF or JPG format, minimum 300 dpi quality and a minimum resolution of 6.0 megapixels. Identify photographs with date, time, orientation and Project identification.

         a) Number of hardcopies: 1

         b) Submit electronically via web-based electronic document management control system in PDF format.

   b. Documentation of Construction Progress

      1) Submit photographs of with Payment Application monthly during progress of Work. Identify photographs with date, time, orientation and Project identification. Re-take any photograph furnished which, in the opinion of the Engineer, is of poor quality or incomplete at no additional cost to Owner.

      2) Format: PDF or JPG format, minimum 300 dpi quality and a minimum resolution of 6.0 megapixels.

      3) Number of hardcopies: 1

      4) Submit electronically via web-based electronic document management control system in PDF format.

   c. Documentation of Final Conditions

      1) Submit photographs with Application for Final Payment payment to record final conditions. Identify photographs...
with date, time, orientation and Project identification. Retake any photograph furnished which, in the opinion of the Engineer, is of poor quality or incomplete at no additional cost to Owner.

2) Format: PDF or JPG format, minimum 300 dpi quality and a minimum resolution of 6.0 megapixels. Identify photographs with date, time, orientation and Project identification.

3) Number of hardcopies: 1

4) Submit electronically via web-based electronic document management control system in PDF format.

4. Reports
   a. Submit weekly Safety Reports signed by the Safety Representative.
   b. Other reports to be submitted:
      1) Updates to the Construction Operations Plan approved pursuant to SC 2.07 of Section 00 73 10 when it is modified

Number of hardcopies: 1
Submit electronically via web-based electronic document management control system in PDF format.

C. Submittal Procedures

1. Schedule submittals to expedite the Project and coordinate with schedules required by Paragraph 1.03.B above. Deliver each submittal in the quantity and electronic form indicated to Engineer (with copy to Owner where required) at the addresses specified below. Coordinate submission of related items.

   Engineer:
   Woodard & Curran
   980 Washington Street, Suite 325, Dedham MA
   Attn: Tim Harrison, PE
   Phone: 925-627-4170
   Email: tharrison@woodardcurran.com
2. Present submittals in a clear and thorough manner, in English and using English units. Provide space for Contractor, Engineer, and Owner's review stamps. Use sheet size of not less than 8 1/2 by 11 inches and not more than 24 by 36 inches.

3. Revise and resubmit documents as required. Identify all changes made since previous submittal. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions. Submittals not requested on the submittal schedule may not be recognized or processed.

4. Submit preliminary and final Schedule of Submittals as specified in Article 2 of the Standard General and Supplementary Conditions, if any, or as established in Notice to Proceed. Include all submittals specified in the Standard General and Supplementary Conditions, if any, General Requirements, and other Specification sections.

   Number of hardcopies: 1

   Submit electronically via web-based electronic document management control system in PDF format.

   a. Include description of each submittal, date by which each submittal will be delivered to Engineer and Owner date by which each submittal must be approved to maintain project schedule, and relevant section reference.

   b. Allow 10-15 days from receipt of submittal/resubmittal for Engineer review of submittals and possible resubmittal.

5. American Iron and Steel (AIS) Submittals and Record Keeping: Iron and steel products are subject to the requirements included in Section 00 73 76 including the guidance documents attached. Identify all AIS products and provide AIS certification documents or pursue an appropriate waiver as specified in Section 00 73 76.

   a. Submit the AIS Recordkeeping and Deminimus Waiver Spreadsheet available electronically in Excel format from the Engineer. A sample is included as an attachment to this section.
b. Gather AIS Certificates for the products from vendors and/or manufacturers and submit to Engineer for review prior to material delivery/installation. If a manufacturer cannot provide a completed certificate until the product is made, a letter of intent to supply an AIS compliant product and certificate upon delivery should be provided.

1) Provide certification letters in accordance with attachments to Section 00 73 76.

2) Provide AIS Letter of Intent when manufacturer’s product is made up of raw materials sourced from multiple facilities. It should express awareness that all iron and/or steel used in manufacture will be sourced domestically and the intent to follow up with the foundry/other manufacturing facility location information when known. This letter should be on company letterhead and signed by a company representative.

c. Obtain AIS waivers in accordance with Section 00 73 76.

1) The requirement for domestic manufacture may be waived in certain circumstances. The most common waiver is the Deminimis Waiver which can generally be applied to AIS products that are incidental to the core purpose of the Project and are relatively low in cost (see discussion below). A national waiver for stainless steel nuts and bolts used in pipe assemblies (Nuts and Bolts Waiver) applies to product manufacturers and expires February 2020. The Minor Components Waiver is also available to manufacturers allowing provision of a valid AIS Certificate for products containing minor non-domestic iron or steel components if they constitute less than 5 percent off the product material cost. A Project Specific Waiver may be applied for with MassDEP if there is a valid, substantial, and thoroughly documented issue with product availability or if the incremental cost to supply an AIS product domestically increases the total Project cost by more than 25 percent.

a) Deminimis Waiver – To use the Deminimis Waiver, provide an estimate of the Total Material Cost for the Project and the cost for the AIS product to be waived. This information should be entered on the AIS Recordkeeping and Deminimis Waiver Spreadsheet which is designed to calculate the Deminimis cost limits for the Project. The total cost of all Deminimis AIS products may not exceed 5 percent of the Total
Material Cost. The cost of the waived AIS product may not exceed 1 percent of the Total Material Cost. The basis for the individual item and total costs should both be the same, for example, the cost to deliver the products to the Site, or the cost to purchase the products.

b) Project Specific Waiver - If the quantity of a domestically produced AIS product on the market is limiting availability or significantly impacting the Project progress, apply through MassDEP for an Availability Waiver, making a request to the in writing to the MassDEP SRF Program project engineer and submitting to the Engineer for processing.

d. Maintain a record of AIS Certification submittals and approvals and Deminimus Waiver items throughout the Project and submit to the Engineer and Owner upon request. Provide final AIS Recordkeeping and Deminimus Waiver Spreadsheet and associated AIS records prior to final payment.

6. Shop Drawings and Samples: Submit in accordance with Paragraph 6.17 of the Standard General and Supplementary Conditions, if any, and as follows, and coordinate with the Schedule of Submittals required in subparagraph 4 above.

Number of hardcopies: 1
Submit electronically via web-based electronic document management control system in PDF format.

a. Complete a Submittal Transmittal (Form 00 62 11) as is indicated, numbering each submittal consecutively. Assign resubmittals the same Transmittal number as the original with a suffix of a sequential letter to indicate the resubmittal (e.g. the first resubmittal of submittal 25 would be number 25A.) Include only those documents previously issued under original Submittal Transmittal number in resubmittals. Do not combine new submittals with resubmittals.

b. Attach a Submittal Transmittal to each group of Shop Drawings, manufacturer's literature, equipment data and Samples submitted. Use a sufficient number of Submittal Transmittal forms so that: items on a single Submittal Transmittal form pertain to the same equipment item, Specification section or element of Work; items on a single Submittal Transmittal form are either original submittals or the same number resubmittal; and each Sample is listed on a separate Submittal Transmittal form.
c. Submittals which do not have a fully completed Submittal Transmittal form will be returned along with unreviewed attachments. Returned submittals, even though incomplete, will be counted as a submittal.

d. Submission of any Shop Drawing or Sample bearing Contractor's and Engineer's approval shall constitute a representation to Owner that the requirements of Paragraph 6.17 of the Standard General and Supplementary Conditions, if any, have been fulfilled.

e. Engineer to complete review in accordance with Paragraph 6.17.D. of the Standard General and Supplementary Conditions, if any.

7. Variations: Identify variations from Contract Documents and material and equipment or system limitations which may be detrimental to successful performance of the completed Work and identify reasons therefor in accordance with subparagraph 6.17.C.3 of the Standard General and Supplementary Conditions, if any.

a. Clearly identify requests for “Or-Equal” and substitute items and submit per Paragraph 6.05 of Standard General and Supplementary Conditions, if any, and subparagraph 1.02.C.5 above. Substitute items will not be considered when indicated or implied on Shop Drawing or material and equipment data submittals without separate written request, or when acceptance will require revision to the Contract Documents.

8. Manufacturers’ Installation Instructions and Certificates: Submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.

Number of hardcopies: 6

Submit electronically via web-based electronic document management control system in PDF format.

a. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.

b. Submit manufacturers' certificates for recent or previous test results on material or equipment, but they must be acceptable to Engineer and Owner. Indicate material or equipment conforms to or exceeds specified requirements and provide supporting reference date, affidavits, and certifications as appropriate.

c. Submit test results, data, and reports and certifications to Engineer based on tests performed. Submit test reports and certifications for independent testing services specified.

a. *As-Builts for Material and Equipment*

   Number of prints: 6

   Electronic format: .PDF

   Submit electronically via web-based electronic document management control system in PDF format.

   Indicate "As-Supplied" in revision block and sign. Show all changes and revisions to Final Completion per execution and closeout requirements. Include with subparagraph d. Operation and Maintenance Data per Part 2 below.

b. *Drawings Conformed by Contractor to Construction Records:*

   Submit the following.

   Number of prints: 6

   Electronic format: PDF

   Submit electronically via web-based electronic document management control system in PDF format.

   Indicate "Conformed by Contractor to Construction Records" in revision block and sign. Show all changes and revisions to Final Completion per execution and closeout requirements.

c. *Warranties and Guarantees:*

   Submit duplicate notarized copies of warranty documents which are executed and transferable from Subcontractors, Suppliers, and manufacturers. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of Warranty Period.

   1) Submit in searchable PDF format via digital document exchange system.

   2) Submit 6 copies in ring binders with durable plastic covers and table of contents.

d. *Operation and Maintenance Data*

   1) Submit draft of completed volumes 30 days prior to equipment startup. Revise content of all sets as required prior to final submission.

   Number of hardcopies: 6
Submit in searchable PDF format via web-based electronic document management control system in PDF format

2) Submit final volumes within 10 days after final inspection. Submit in searchable PDF format via web-based electronic document management control system in PDF format.

Submit 2 copies of data in ring binders with durable plastic covers with 8 1/2 by 11 inch text pages. Cover: title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of Project, and subject matter of binder when multiple binders are required.

3) Subdivide binder contents with permanent page dividers, logically organized as described below with laminated plastic tabs and clearly print the contents. Prepare a Table of Contents for each volume, with material, equipment, or system description identified, in three parts as follows.

**Part 1**: Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment Suppliers, and service representative.

**Part 2**: Operation and maintenance instructions arranged by system and subdivided by Specification section.

For each system, identify names, addresses, and telephone numbers of Subcontractors and Suppliers. Identify the following:

- Significant design criteria
- List of equipment with As-Builts certified “As-Supplied”
- Parts list for each component
- Operating instructions
- Inspection, maintenance and adjustment instructions for equipment and systems
- Lubrication and maintenance schedules
- Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
- Troubleshooting guides
- Schematic diagrams

**Part 3**: Material Safety Data Sheets
Part 4: Other Project documents and certificates, including certificates and copies of warranties

1.04 QUALITY REQUIREMENTS

A. Reference Standards and Regulatory Requirements

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or Laws or Regulations of any governmental authority are used in accordance with Paragraph 3.02 of the Standard General and Supplementary Conditions, if any.

2. Acronyms and abbreviations used are defined in the applicable versions of the Encyclopedia of Associations published by Gale (part of Cengage Learning) generally available in large libraries and on the internet.

3. Specific requirements applicable to the Project include the following.

   a. Order of Conditions dated January 8, 2020, included as an attachment to the Supplemental Conditions.

   b. The National Fire Protection Association (NFPA) 820 Standards for Fire Protection in Wastewater Treatment and Collection Facilities

<table>
<thead>
<tr>
<th>Pump Station Space</th>
<th>NPFA 820 Classification and Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Wet Well</td>
<td>Class 1 Division 1 (C1D1), per Table 4.2 Row 16 Line a.</td>
</tr>
<tr>
<td>Wastewater Valve Vault</td>
<td>Class 1, Division 2</td>
</tr>
<tr>
<td>Control Building</td>
<td>Unclassified</td>
</tr>
</tbody>
</table>

1.05 ATTACHMENTS

A. AIS Recordkeeping and Deminimus Waiver Spreadsheet

END OF SECTION
THIS SPREADSHEET IS BEING PROVIDED A STARTING POINT AND TEMPLATE FOR AIS COMPLIANCE.

<table>
<thead>
<tr>
<th>General Category</th>
<th>Item Description</th>
<th>Project Location</th>
<th>Deminimus Waiver Tracking</th>
<th>Total Deminimus</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Estimated Total Material Cost:</td>
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<td></td>
<td></td>
<td></td>
<td>5 percent of ETMC:</td>
<td>$0</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>1 percent of ETMC:</td>
<td>$0</td>
</tr>
</tbody>
</table>

Note 1: This is only required when the manufacturer doesn’t know where the iron/steel stock materials are coming from until they fill the order. This may also be a pre-approval letter.
### National Waivers

**https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-approved-national-waivers-0**

<table>
<thead>
<tr>
<th>Enacted</th>
<th>Expiration</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22-Feb-17</td>
<td><strong>Short Term National Product Waiver for Stainless Steel Nuts and Bolts Used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles</strong>&lt;br&gt;Waiver permits the use of non-domestically produced stainless steel nuts and bolts in bolting-type pipe couplings, restraints, joints and repair saddles in iron and steel products for projects funded by the CWSRF or DWSRF. Product must be purchased prior to expiration of waiver.</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td><strong>National Product Waiver for Minor Components in Iron and Steel Products (with Cost Ceiling)</strong>&lt;br&gt;Waiver permits projects funded by the CWSRF or DWSRF to use non-domestically produced miscellaneous minor components within an otherwise domestically produced iron and steel product for up to 5 percent of the total material cost of the product.&lt;br&gt;This waiver is different than the national de minimis waiver. The national de minimis waiver applies to incidental components of a project, this waiver covers components within an iron and steel product.</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td><strong>De Minimis Waiver</strong>&lt;br&gt;Waiver allows a small percentage of incidental products of unknown or non-domestic origin, up to 5% total material cost of project, up to 1% max for signle item.&lt;br&gt;Users of de minimis waiver should maintain documentation of all the de minimis items in a project. Minimum documentation: tabular list of de minimis items with units and price, with summation.</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td><strong>National Product Waiver for Pig Iron and Direct Reduced Iron for SRF Projects</strong>&lt;br&gt;This waiver permits the use of iron and steel products that were manufactured using non-domestic pig iron and direct reduced iron in projects that receive funds from either the CWSRF or DWSRF.</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td><strong>National Plans and Specs Waiver Pursuant to Section 436 of P. 113-76, Consolidated Appropriations Act</strong>&lt;br&gt;Waives AIS requirements for plans and specifications submitted to a state agency prior to and including January 17, 2014, due to the uncertainty surrounding AIS legislation.</td>
</tr>
</tbody>
</table>

### Project Waivers

**Three reasons for a waiver:**<br>1. Applying requirements would be inconsistent with the public interest.<br>2. Iron and steel products are not produced in sufficient quantity or satisfactory quality domestically.<br>3. Inclusion of domestic Iron and Steel products will increase overall project cost by more than 25%.

**Project Waiver Guidance:** [https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process](https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process)
Certification Letters must contain 5 items:

1. Q: What is the product?
   A: The letter should list specific products delivered to jobsite. Quantities are NOT required.

2. Q: Where was it made?
   A: The letter should include the location(s) of the foundry/mill/factory where the product was manufactured (City and State).

3. Q: To whom was it delivered?
   A: The letter should include the name of the project and jurisdiction where the product was delivered.

4. Signature of company representative
   Notary not required.

5. AIS requirements must be referenced.
   References to other programs (e.g. DOT programs) are not acceptable.

*Certification letters must be from the Manufacturer, not the supplier.

*EPA will review Cert Letters for you, send here: SRF_AIS@epa.gov
   with subject line "Cert Letter Review"
AIS applies to: Products made primarily of iron or steel, permanently incorporated into the project*

Products specifically included (starred items defined below):

- Lined/Unlined pipes or fittings
- Manhole Covers
- Municipal Castings*
- Hydrants
- Tanks
- Flanges
- Pipe clamps and restraints
- Valves
- Structural Steel**
- Reinforced precast concrete***
- Construction Materials****

Notes: "Primarily" Iron or Steel products are greater than 50% iron or steel, measured by material cost.
Trench boxes, scaffolding, or equipment removed from project site upon completion are not subject to AIS requirements.
However, if a product is used only for construction purposes, but left in place, then the product must be domestically produced. (e.g. steel sheeting).

*Municipal Castings:
Municipal Castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into drinking water, stormwater, wastewater, and surface infrastructure. Refer to Q19 in above memo link. Examples:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
<table>
<thead>
<tr>
<th>Cleanout/Monument Boxes;</th>
<th>Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Covers and Frames;</td>
<td><strong>Structural Steel</strong></td>
</tr>
<tr>
<td>Curb and Corner Guards;</td>
<td>Reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product.</td>
</tr>
<tr>
<td>Curb Openings;</td>
<td><strong>Reinforced Precast Concrete</strong></td>
</tr>
<tr>
<td>Detectable Warning Plates;</td>
<td>AIS requirements apply to reinforced concrete.</td>
</tr>
<tr>
<td>Downspout Shoes (Boot, Inlet);</td>
<td>Reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product.</td>
</tr>
<tr>
<td>Drainage Grates, Frames and Curb Inlets;</td>
<td>Additionally, the casting of the concrete products must take place in the US.</td>
</tr>
<tr>
<td>Inlets;</td>
<td>Cement and other raw materials used in concrete production are not required to be domestic.</td>
</tr>
<tr>
<td>Junction Boxes;</td>
<td></td>
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<tr>
<td>Lampposts;</td>
<td></td>
</tr>
<tr>
<td>Manhole Covers, Rings and Frames, Risers;</td>
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<tr>
<td>Meter Boxes;</td>
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<tr>
<td>Service Boxes;</td>
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<tr>
<td>Steel Hinged Hatches, Square and Rectangular;</td>
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<tr>
<td>Steel Riser Rings;</td>
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<tr>
<td>Trash receptacles;</td>
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<td>Tree Grates;</td>
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<td>Tree Guards;</td>
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<tr>
<td>Trench Grates; and</td>
<td></td>
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<tr>
<td>Valve Boxes, Covers and Risers.</td>
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</tbody>
</table>
Construction Materials are articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Examples: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Construction Materials are NOT mechanical and electrical components, equipment and systems. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. Examples: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.
Example 1: Packaged equipment systems do not require AIS compliance. A valve provided by a blower manufacturer is not required to comply with AIS. However, if a Contractor supplies a valve to connect to a packages system, then AIS compliance is required.

Example 2: A manual door falls under AIS, but a motorized door does not.

A screen is considered a construction material (AIS applies), unless it has mechanical parts, then it is not (AIS does not apply).

Example 3: Clarifier tanks must comply with AIS. Clarifier arms and components do not require compliance.
SECTION 01 43 05

QUALIFICATION REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Meet or provide capability to meet the criteria specified below and in individual Specification sections in connection with various portions of the Work of the Contract Documents.

1. See qualification requirements in the following sections.

Section 01 51 40 – Temporary Bypass Pumping

Section 01 57 05 – Temporary Dewatering

1.02 GENERAL REQUIREMENTS

A. Contractor shall have been regularly and actively engaged in similar Work as described in the Contract Documents, operating under the same business name and business organization structure, for the last 5 years on at least 5 projects.

B. Contractor shall have successfully completed at least 3 projects within the past 10 years involving construction of similar facilities in the same state as the Project covered by the Contract Documents.

C. Contractor shall have a full-time on-Site project manager in responsible charge of the Work with at least 10 years’ experience as project manager on comparable projects.

1.03 SPECIAL REQUIREMENTS

A. Meet or provide capability to meet the following for Work identified.

B. Excavation and shoring: experienced in the Work specified as sections of Division 31 for a minimum of continuous experience in the last 5 years.

C. Dewatering

1. Installer qualifications: experienced installer that has specialized in dewatering work in similar subsurface conditions for at least 5 years.

2. Designer qualifications: registered professional civil/geotechnical engineer having a minimum 10 years' experience in successfully designing a dewatering system in similar conditions for the past 10 years.
D. Sewage and stormwater bypass pumping: provided, operated, and maintained by a firm that has been regularly engaged in providing bypass pumping for the last 10 years and having at least 10 successful projects.

E. Excavation support:

1. Installer qualifications: experienced installer that has specialized in excavation support in similar conditions for at least 5 years.

2. Designer qualifications: registered professional civil/geotechnical engineer having a minimum 10 years’ experience in successfully designing excavation support in similar conditions for the past 10 years.

1.04 STATUTORY

A. Sheet metal work must be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.

B. General Bidders must be certified by the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for pumping stations.

END OF SECTION
SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section specifies temporary facilities and controls for execution of the Work put into place for use only during the period of construction, that will be removed when no longer required for construction operations. This Section applies to all Specifications and Drawings and provisions of this Section may be supplemented in other sections of Division 01.

B. Certain provisions required by Laws and Regulations may be referenced. Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations.

C. Section Includes

1.02 TEMPORARY CONSTRUCTION FACILITIES
   Barriers
   Protection of Work
   Security
   Safety Facilities
   Access Roads
   Parking
   Field Offices
   Staging Area
   Project Identification
   Progress Cleaning and Waste Removal

1.03 TEMPORARY UTILITIES

1.04 TEMPORARY CONTROLS
   Pest Control
   Dust Control
   Water Control and Dewatering
   Erosion and Sediment Control
   Noise Control
   Pollution Control
   Traffic Regulation

1.05 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS
1.02 TEMPORARY CONSTRUCTION FACILITIES

A. Barriers

1. Comply with the requirements of Paragraph 6.11. of the Standard General Conditions and Supplementary Conditions, if any.

2. Furnish barriers to prevent unauthorized entry to and clear delineation of construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations as recommended by OSHA and as otherwise required for the protection of life and property during construction.

3. Construct barricades and protective facilities in accordance with local and state regulations. Furnish and install signs, lights, reflectors, and such protection facilities as may be required.


5. Provide protection for plant life designated to remain. Replace damaged plant life.

6. Protect non owned vehicular traffic, stored materials, Site and structures from damage.

7. If required, furnish commercial grade, minimum 8 foot high chain link fence around construction Site. Equip with vehicular gates with locks.

B. Protection of Work

1. Protect Work during working and non-working hours.

2. Provide special protection where specified in Specifications or Drawings and in accordance with manufacturer recommendations.

3. Furnish temporary and removable protection for installed equipment and material. Control activity in immediate Work area to minimize damage.

4. Protect exterior areas of Work from damage. Prohibit traffic from landscaped areas.
5. Buildings and Enclosures
   a. Furnish protective coverings at walls, projections, jambs, sills, and
      soffits of openings and protect finished floors, stairs, and other
      surfaces from traffic, dirt, wear, damage, or movement of heavy
      objects, by protecting with durable sheet materials.
   b. Prohibit traffic or storage upon waterproofed or roofed surfaces. If
      traffic or activity is necessary, obtain recommendations for
      protection from waterproofing or roofing material manufacturer.

6. Whenever gale or high winds are forecast, take measures to secure loose
   material, equipment or other items that could be blown and be damaged or
   cause damage. Do not leave such loose items unsecured at end of a working
   day. Particular attention shall be taken with scaffolding and items placed or
   stored on roofs or within a structure prior to being enclosed.

7. Provide for removal of snow and ice which may impede Work, damage the
   finishes or materials, be detrimental to workers, or impede trucking,
   delivery, or moving of materials at the Site, or prevent adequate drainage of
   the Site or adjoining areas.

C. Security
   1. Provide protection to stored items, the Work and Owner's operations from
      unauthorized entry, vandalism, or theft, and against fire, storms and other
      losses during working and non-working hours.
   2. Coordinate with Owner's security program.

D. Safety Facilities
   1. Provide first aid and other safety facilities required by Laws and
      Regulations during working and non-working hours.

E. Access Roads
   1. Construct and maintain temporary roads accessing public thoroughfares to
      serve construction area. Control dust and water.
   2. Extend and relocate as Work progress requires. Provide detours necessary
      for unimpeded traffic flow.
   3. Provide for emergency access and maintain throughout the Work Site.
F. Parking: at the Project Site.

G. Field Offices: as specified below.

1. Furnish and maintain weather tight field offices (trailer or equivalent) with lighting, electrical outlets, heating, cooling and ventilating equipment, locking doors and windows, and equip with furnishings and accessories to accommodate supervision of Work, maintenance of records, and Project meetings, including, but not limited to the following.

   a. Furnish separate office space within field office for use by Engineer and Resident Project Representative with a door sign on them main entrance displaying the Woodard & Curran logo, minimum 8.5 inches by 11 inches, fade resistant with magnetic backing, and similarly equipped with fully functional equipment and furniture.

      - Desk and chairs (2 cushioned office desk chairs and 4 metal folding chairs)
      - Plan table with light and stool
      - 3 locking file cabinets
      - Hanging plan rack
      - Book case with 4 shelves
      - Conference table and chairs to accommodate minimum 10 people
      - “All-in-one” color copier, printer, scanner and fax machine, capable of 11 inches by 17 inches output (OR separate color copier, color printer, color scanner, all capable of 11 inches by 17 inches output, and fax machine)
      - Paper stock and printer supplies for duration of Project
      - Telephone with answering machine (or telephone service with voicemail feature)
      - Refrigerator and microwave
      - Trash and recycling receptacles
      - First aid kit
      - Personal protective equipment for use by visitors
      - Water cooler for duration of Project

2. Maintain utilities per Article 1.03 below for the duration of the Project.

3. Location of Field Offices: Field offices shall not be located on The Strand Pump Station property. Contractor shall locate a suitable location for field office for the project.

H. Staging Area: To be provided by the Contractor.

I. Project Identification: Provide Project signage in accordance with provisions and policies included in Section 00 73 76.
J. Progress Cleaning and Waste Removal

1. Comply with the requirements of Paragraph 6.11. B and C of the Standard General Conditions and Supplementary Conditions, if any.

2. Maintain areas free of waste materials, debris, and rubbish and maintain the Site in a clean and orderly condition.

3. Remove debris and rubbish from spaces and other closed or remote spaces before enclosing the space.

4. Collect and remove waste materials, debris, and rubbish from Site at least weekly and legally dispose off-Site.

5. Comply with the following additional requirements of MGL Chapter 149, Sections 44F(1)(a) and 44G(d).

   a. Contractor shall furnish and install weather protection to provide for adequate heat in the area so protected during the months of November through March. Per DCAMM, "weather protection," means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved by covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit is maintained at the working surface during the months of November through March in order to permit construction to be carried on during such period in accordance with the Progress Schedule.

   b. After the building or portion thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the Contractor shall provide heat therein of not less than 55 degrees F. nor more than 75 degrees F. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations, shall include one thermometer for every 2,000 square feet of floor space or fraction thereof, shall be subject to the Approval of the Awarding Authority, and shall meet such additional requirements as may be specified by Awarding Authority.

1.03 TEMPORARY UTILITIES

A. Power service: as specified below.

1. Arrange for and pay for required power service from local electric utility for duration of Project. Exercise measures to conserve energy. Furnish and
install required equipment including pole of sufficient height to provide proper clearance and install weatherproof box of such size to house service disconnect, overcurrent protection, electric meter, and other required equipment.

2. Location: as designated by Owner.

B. Internet access to field offices: as specified below.

1. Arrange for, pay for, and maintain internet access to field offices at time of Project mobilization and for duration of Project.

2. Obtain voicemail feature if answering machine not provided.

3. Provide wireless, high speed broadband internet access via DSL, cable, fiber, satellite, or T1.

C. Water service: Not required for the Project.

1.04 TEMPORARY CONTROLS

A. Pest Control: Provide methods, means, and facilities to control and prevent spread of pests during construction operations. If required, provide for extermination of pests in accordance with Laws and Regulations. For extensive infestations, obtain the services of a licensed exterminator and coordinate plan with Owner and Engineer.

1. Owner’s Rodent Control Requirements (Medium to High Risk): as specified in Section 01 57 17.

   a. Submit a written rodent control plan to the Health Department for review and approval prior to any Site activity, which must be designed for duration of the Project, including the following.

      1) Name and contact information of a licensed pest control operator to be retained for duration of the Project.

      2) Scope of proposed rodent control plan, including number of bait stations, location of bait stations, frequency of monitoring bait stations and anticipated length of service.

      3) A summary of actions to be taken to prevent rodent problems at the construction Site, (i.e., on-Site trash cans or dumpsters with frequency of disposal, appropriate trash control by workers, etc.).

      4) Licensed pest control operator’s logbook including a diagram with locations of all bait stations, Safety Data
Sheets for pesticides being used, and pest control operator’s license and insurance information. Logbook must be available for inspection by the Quincy Health Department or Inspectional Services.

b. Provide bait stations placed around perimeter of Project Site at a minimum of 15-20 feet, at least 1-week prior to demolition or Site activity with an uninterrupted 10-day supply of bait. Monitor Site for rodent activity for duration of Project.

B. Dust Control: Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere. Utilize the application of sprinkled water to reduce the emission of air-borne soil particulates from the Project Site.

C. Water Control and Dewatering: provided in accordance with Section 01 57 05.

D. Erosion and Sediment Control: provided in accordance with Section 01 57 13.

E. Noise Control

1. Provide methods, means, and facilities to minimize noise from construction operations.

2. Provide noise attenuation systems capable of meeting the federal and state Department of Environmental Protection Air Quality Control Regulations.

3. Construct sound enclosures or utilize other noise reduction techniques if the equipment does not meet the noise level requirements.

F. Pollution Control: as specified below.

1. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

   a. Water Pollution Control

      1) Ensure that sediment, debris, petroleums, chemicals, or other contaminants will not enter existing drainage facilities and channels. Use construction methods that will prevent entrance of pollutants and wastes into existing streams, rivers, lakes, and flowing and dry watercourses.

      2) Obtain legal disposal sites and dispose of pollutants and wastes in a legal manner.

      3) Respond immediately to emergencies as directed when water quality of existing streams, rivers, lakes and flowing
and dry watercourses is threatened. Take corrective action to remove or contain pollutants until a permanent solution is determined.

4) Submit a plan and employ additional protective measures to prevent harm to wetland resource areas as shown on the Drawings.

b. Air Pollution Control

1) Equipment and vehicles that exhibit excessive exhausts emissions due to poor engine adjustments or inefficient operation will not be permitted to operate until corrective repairs or adjustments are made.

2) Burning of materials from clearing or grubbing operations, combustible construction materials, and rubbish will not be allowed.

G. Traffic Regulation: as specified below.

1. Submit traffic control plans and coordinate with Owner and local agencies. Submit plan for traffic control to Owner for review 14 days in advance of any Work within public right-of-way, street closure or detour.

2. Provide and maintain traffic control and maintenance devices in accordance with Part 6, Temporary Traffic Control, of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the U.S. Department of Transportation, Federal Highway Administration and other applicable codes and standards as specified. Operate devices 24 hours per day as required.


b. Comply with relevant provisions of Section 7.00 of the MassDOT Standard Specifications and Supplements, and the following.

1) The intent of posting police details is to ensure public safety and protection of property through appropriate traffic control. Police personnel are not to be employed as watchmen to protect the Contractor's equipment and materials.

2) All uniformed traffic police personnel required for traffic control for construction shall be authorized by Owner’s Safety Officer and/or the Engineer.
3) Payment will be made by Owner for uniformed traffic police only.

4) Submit a forecast weekly traffic police detail schedule, at least 72 hours prior to the start of the Work describing: the nature and location of the Work, the number of police personnel, the estimated number of police hours required for each location, and justification for each uniformed officer being requested. Payment to the police for work under this Contract shall be in accordance with the Massachusetts General Laws, Chapter 149, Section 34B.

5) If uniformed police have been arranged to work, and weather or some other situation prohibits the Work, notify the Police Department Detail before 5:30 a.m. on the day of intended Work to cancel the work order. Unless the work order is canceled in time, the Contractor shall be charged at the rate of minimum four hours for each officer included in the detail and shall be fully responsible for payment of all charges thus incurred.

3. Provide for access by emergency vehicles, such as police, fire, and disaster units at all times. Contractor shall be liable for damages resulting from failure to provide such access.

4. During construction hours, traffic flow must be controlled by uniformed traffic police officers or other traffic controllers allowed by Laws and Regulations. The services of traffic controllers shall in no way relieve the Contractor of its responsibilities under the Contract.

   a. Coordinate schedule of police details with Owner.

   b. Police details will be direct billed to the Owner per Section 01 20 25.

5. Maintain minimum of one moving lane on roadways at all times.

   a. Where detours are permitted, provide necessary barricades, flashers, flashing arrows and signs in accordance with referenced Manuals and Laws and Regulations.

   b. Provide gravel borrow and bituminous concrete to maintain temporary passable travel lane ramps, temporary bridging, steel plates, temporary pavement, wood-framed walkways, caution, safety and other necessary signs directing the pedestrian and vehicular traffic towards unblocked and safe areas.

   c. Except when road closure and road blockage permits are obtained, maintain two lanes of traffic (one in each direction) on Quincy Shore Drive throughout construction and during non-working hours to the
maximum extent possible. One lane of traffic is acceptable on The Strand.

6. Provide safe access/egress to businesses and abutting property owners within the Project area. In areas where the construction activity is in progress, provide directional signs in front of businesses indicating "OPEN FOR BUSINESS" or similar for guidance of customers.

a. Certain construction operations such as utility work and roadway/sidewalk reconstruction may restrict access/egress on some roads and to businesses and abutting property owners. Under these circumstances, schedule operations during off-peak hours or late evenings with Owner approval so that a particular work activity can be completed in the shortest possible time.

b. Provide 48 hours notice to businesses and abutting property owners when access/egress will not be available or restrictions will exist.

7. Exercise particular care to establish and maintain such methods and procedures that will not create hazards.

a. Remove or properly cover traffic control, safety devices and/or signs having messages that are irrelevant to normal traffic conditions at the end of each Work period. Keep signs clean at all times and provide that legends are distinctive and unmarred.

b. Place excavated material and construction equipment so that vehicular and pedestrian traffic is maintained at all times unless road closure permit is obtained. If the Contractor's operations cause traffic hazards, implement appropriate safety measures immediately.

c. In areas of high pedestrian and vehicular traffic volume, remove waste materials and construction equipment from the Work Site on a daily basis. Do not park construction equipment overnight on the Site or the adjacent roads unless permitted by Owner.

d. Provide night watchmen where special hazards exist.

8. Post signage clearly stating that any vehicle impeding the progress of construction will be towed at the vehicle owner’s expense. Towing charges incurred by Owner for Contractor’s failure to post such signs will be borne by the Contractor.

1.05 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, and facilities before Final Application for Payment inspection.
B. Remove temporary underground installations and grade Site as indicated. Clean and repair damage caused by installation or use of temporary utilities, facilities, and controls.

C. Restore existing facilities and areas used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION
SECTION 01 51 40

TEMPORARY BYPASS PUMPING

PART 1 – GENERAL

1.01 SUMMARY

A. Provide, operate, and maintain a functional bypass pumping system capable of bypassing each area of Work without leakage or spillage of sewage or stormwater upon the ground or streets or back up of sewage or stormwater into any building or onto any property for the duration of the Project.

B. Design Requirements:

1. Provide a bypass pumping plan designed by a professional engineer registered in the state where Project is located.

2. Provide temporary bypass pumping adequate to handle dry weather and wet weather flows and to protect against surcharging of the existing system upstream of the Work area.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: in accordance with Division 01 General Requirements.

1.04 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

1. Bypass pumping plan for each bypass location, stamped by a Professional Engineer registered in the state in which the Project is located, prior to implementation and prior to the start of construction

2. Minimum contents of sewage bypass pumping plan:

   a. Standard Operating Procedure: Describe the normal sequence of events to be followed while pumping and setting up and breaking down pumping equipment. Plan must address strategies and safeguards to ensure that public safety and environmental health is maintained at all times, the possibility of property damage and wetlands impacts, and overall level of inconvenience is minimized. Plan shall include a bypass routing diagram for each Work zone,
estimates of anticipated bypass flows, an emergency response plan, and a list of the equipment that will be used.*

b. Layout drawing showing locations of equipment on Site and how access to the Site is maintained

c. Equipment lists

d. Pump curves and motor and engine data demonstrating equipment is sufficiently sized to meet all specified and anticipated operating conditions

e. Notification form

f. Emergency Response Plan: Describe the intended means of handling the following situations, including response and clean-up measures, and emergency backup power or backup fuel storage. List equipment to be used and where it will be stored.

- Break or failure of bypass line (pipe)
- Failure of bypass pump
- Overflow
- Back up into dwelling or onto private property
- Failure of bypass pumping system to accommodate flow

3. Shop Drawings for equipment and materials including, but not limited to:

- Pumps
- Engines and/or Motors
- Sound Enclosures
- Pipe or hose
- Joints/couplings
- Plugs and/or bladders

4. Statement of Qualifications demonstrating experience of the firm in accordance with Article 1.04 and listing a minimum of 20 successful bypass pumping projects conducted in the last ten years. Provide contact information for no fewer than 5 of these projects which:

- Have been completed in the last 5 years,
- Involved similar equipment to that proposed for this Project, and
- Had duty capacities of not less than 3 mgd.

1.05 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Qualifications: per Division 01 General Requirements and as follows.
1. Bypass pumping system shall be provided, operated, and maintained by a firm which has been regularly engaged in providing bypass pumping for a minimum of 10 years.

1.06 SITE CONDITIONS

A. Existing Conditions: per Division 01 General Requirements.

B. The Project area consists of active sanitary and storm sewers; therefore, flows and flow data are variable depending on location and conditions. Visit the Work locations prior to start of Work to visually inspect flow conditions as necessary.

C. Portions of the Project are subjected to infiltration and inflow. Account for infiltration and inflow volume in the planning and conduct of the Work.

D. Use the following design flows as the basis of design for each bypass pumping plan.

<table>
<thead>
<tr>
<th>Location</th>
<th>Maximum Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Flow (gpm)</td>
</tr>
<tr>
<td>Wastewater Pump Station</td>
<td>426</td>
</tr>
<tr>
<td>Stormwater Pump Station</td>
<td>2500</td>
</tr>
</tbody>
</table>

E. Run time by month for wastewater and stormwater pumps in 2018 are noted below:

**Table 3-3: Wastewater Monthly Pump Run-Time Summary**

<table>
<thead>
<tr>
<th>Month</th>
<th>Pump Run-Time (Hours)</th>
<th>Month</th>
<th>Pump Run-Time (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>726.7</td>
<td>July</td>
<td>274.2</td>
</tr>
<tr>
<td>February</td>
<td>750.2</td>
<td>August</td>
<td>300.7</td>
</tr>
<tr>
<td>March</td>
<td>1051.1</td>
<td>September</td>
<td>294.3</td>
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<tr>
<td>April</td>
<td>717.6</td>
<td>October</td>
<td>427.4</td>
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<tr>
<td>May</td>
<td>260.7</td>
<td>November</td>
<td>731.4</td>
</tr>
<tr>
<td>June</td>
<td>219.8</td>
<td>December</td>
<td>795.9</td>
</tr>
</tbody>
</table>

**Table 3-5: Stormwater Monthly Pump Run-Time Summary**

<table>
<thead>
<tr>
<th>Month</th>
<th>Pump Run-Time (Hours)</th>
<th>Month</th>
<th>Pump Run-Time (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>8.5</td>
<td>July</td>
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<tr>
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<td>August</td>
<td>0.2</td>
</tr>
<tr>
<td>March</td>
<td>42.2</td>
<td>September</td>
<td>7.4</td>
</tr>
<tr>
<td>April</td>
<td>1.5</td>
<td>October</td>
<td>7.7</td>
</tr>
<tr>
<td>May</td>
<td>2.0</td>
<td>November</td>
<td>25.2</td>
</tr>
<tr>
<td>June</td>
<td>0.0</td>
<td>December</td>
<td>7.2</td>
</tr>
</tbody>
</table>
PART 2 – PRODUCTS

2.01 BYPASS PUMPING SYSTEM

A. Godwin Pumps (a Xylem brand)
B. Griffin Dewatering
C. Rain for Rent
D. Or equal

2.02 PUMPS, PIPES & FITTINGS

A. Provide pumps suitable for use with raw, unscreened sewage and capable of conveying the volume of flow anticipated with a sufficient margin of safety. Provide for 100 percent redundancy (2 pumps the Site for every 1 pump required) if flow cannot be returned to the sewer at any time if pumping system failure occurs.

1. Redundant pumping: suction and discharge piping with quick connect couplings to facilitate change out of pumps.

PART 3 – EXECUTION

3.01 GENERAL

A. Maintain flows under all flow conditions. Adequately handle flows, even instantaneous peak flows, without damage or overflow, providing for potential large instantaneous flow contributors connected to the sewer under repair.
B. Allow for passage of traffic and protect bypass piping at driveway and street crossings.
C. Coordinate bypassing with low-flow times to the extent possible. Prevent overflows or backups.
D. If Contractor determines bypass pumping is not required at a location due to lack of flow or determines that a Work item does not require bypass pumping to be performed, and Engineer agrees, protect flows from construction debris and ensure no debris enters the sewer system.
E. Repair damage to existing pipes and structures to the satisfaction of the Engineer.
F. Prevent sanitary flow from discharging into salt or fresh water body by means of overflow, bypass pumping, or other methods.
G. Restore normal service to entire system at end of normal working hours each day.
3.02 SHUTDOWN

A. Deliver approved notification form by hand to each residence and business whose service will be disrupted a minimum of 48 hours in advance of the intended shutdown (e.g. prior to disconnecting a service on Tuesday, provide notification on the previous Friday.)

1. Notification less than 48 hours is unacceptable. Costs associated with delays caused by the Contractor’s failure to meet this requirement shall be considered delays within the Contractor’s control and at Contractor’s expense.

B. Leave a notice at the primary entrances to each housing unit and business unit in the Project area (e.g. provide 2 notices at duplexes). Leave notices in a conspicuous location reasonably free from damage. Do not use mailboxes.

3.03 TEMPORARY POWER

A. Provide fuel and power to run bypass pumps at no additional cost to Owner.

3.04 PIPING

A. Provide that piping system has adequate water tightness. Perform a leakage test with clean water at Engineer’s direction, at no additional cost to Owner.

B. Lay temporary piping along the general lines of streets or roadways in a manner that causes the minimum amount of disruption and is least likely to be damaged. Use temporary bituminous pavement, cold patch, or other approved material to form a ramp on each side of the pipe or depress the pipe at driveways to allow for property owners to drive over the temporary pipe as directed by the Engineer.

3.05 OPERATION AND MAINTENANCE

A. Continuously monitor bypassing operations regardless of duration or timing of bypassing. Unattended bypass pumping is prohibited.

B. Arrange for bypass pumping past working hours with Engineer and provide adequate sound attenuation and an attendant.

C. Do not allow leaks in bypass pumping systems. Clean and disinfect leaks at no additional cost to Owner.

END OF SECTION
SECTION 01 57 05
TEMPORARY DEWATERING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Design, provide, install, maintain operate and remove temporary construction dewatering systems as required to control groundwater levels during construction; dispose of pumped water; constructing, maintaining, observing, and, removing of equipment and instrumentation for control of the system except where indicated or required to remain in place.

2. Furnish, install, operate, and maintain dewatering equipment and systems as required to provide stable subgrades and dry excavations.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 REFERENCES

A. Reference Standards

1. Order of Conditions

2. Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES)

B. Definitions

1. Normal Dewatering is defined as using conventional pumps installed in open excavations, ditches, or sumps to control water and allow for installation of the pipe in a dry trench.

2. Special Dewatering is defined as installing wellpoints, deep wells, or eductor and ejector systems to control groundwater and hydrostatic pressures to allow for installation of the work. Special dewatering includes design of the dewatering system by a Professional Engineer registered in the state where the Project is located in good standing, and conducting additional borings or subsurface explorations deemed necessary by the Contractor, and approved by the Engineer, to support design.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.
1. Coordinate dewatering work with trenching operations, support of excavation systems, and excavation as necessary.

2. Coordinate installation and operation of dewatering system within the excavation for the pump station.

B. Pre-installation Conference: Conduct conference at Project site at least 30 days prior to the start of dewatering activities.

   1. At a minimum, pre-installation conference shall be attended by the Owner, Engineer, Contractor’s Superintendent, support of excavation Installer, geotechnical instrumentation Installer, and dewatering Installer.

   2. Verify availability of dewatering Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

   3. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.

   4. Review geotechnical reports.

   5. Review proposed site clearing and excavations. Confirm coordination with the earth support system, geotechnical instrumental monitoring, and trench excavation activities.

   6. Review requirements for observation, testing, and monitoring of dewatering system.

1.05 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

B. Approved NPDES Dewatering General Permit (DGP)

C. Manufacturer's descriptive data, technical literature, catalog cuts, and installation instructions

D. Qualifications for Installer and designer

E. Dewatering Plan

   1. Submit plan prepared, signed, and sealed by a qualified designer registered in the state where Project is located at least 45 calendar days prior to commencement of the dewatering Work.

   2. Minimum contents of Dewatering Plan
a. Plans and description of the Normal and/or Special Dewatering systems, including the number, location and depth of wells, wellpoints or sumps; designs of filters to prevent pumping of fine soil; method and location for filtering, sedimentation tanks and legal disposal of pumped water; and flow capacity of proposed system, accounting for groundwater level relative to tide cycles if applicable

b. Design calculations and analysis data demonstrating the adequacy of the proposed dewatering system and its compliance with the performance requirements specified including calculations to estimate the quantity of discharge and calculations addressing excavation base stability and uplift

c. Local Best Management Practices for the dewatering system conditions

d. Plans, elevations, sections, and details

e. Arrangement, locations, and details of sumps, well points, deep wells, ditches; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.

f. Location of the discharge points and the method by which effluent will be conveyed.

g. Complete description of equipment and materials to be used, and the procedure to be followed for installation, operation, and maintenance in relation to the proposed sequence of excavation and backfilling.

h. Methods to be used for drilling, construction, and development of dewatering wells

F. Treatment System Plan

1. Submit treatment system Plan prepared, signed, and sealed, by a qualified designer registered in the state where Project is located.

2. Provide treatment system design and operating plan capable of meeting permit requirements (including NPDES DGP) prior to system installation and start-up which includes the following.

a. Layout drawings and site location plan including equipment sizes and capacities.

b. Operating plan including monitoring and maintenance schedule, screening and sampling program, and reporting schedule. The screening and sampling program shall, at a minimum, meet the sampling requirements of the NPDES DGP

c. Name of DEP-certified laboratory used for analyzing dewatering influent and effluent samples in accordance with the NPDES DGP
d. Stamps and signatures by licensed professionals for the design of the treatment system
e. Type of flow meter to measure volume of treated water discharged from the treatment system including calibration plan and methods

3. Treatment system discharge flow meter calibration records and flow readings

4. Laboratory results of dewatering influent and effluent samples

G. Field Quality Control

1. Average flow rate and time of operation of each pump used in the dewatering system on a daily basis during the period the dewatering system is in operation on form approved by the Engineer

2. Volume stored in frac tanks and volume disposed of

3. Reports of observations, field reports, including flow rate and groundwater level monitoring and daily field observation/inspection reports

H. Closeout and Maintenance Material Submittals: per Division 01 General Requirements.

1. Locations and depths of decommissioned wells and/or well points and other abandoned-in-place dewatering equipment

1.06 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Qualifications

1. Installer: specialized in dewatering work continuously for at least 5 years in similar subsurface conditions.

2. Designer: professional civil/geotechnical engineer registered in the state where Project is located having a minimum 5 years’ experience and successfully designing dewatering systems in similar conditions.

a. For Special Dewatering, retain the services of a professional engineer registered in the state where Project is located who is in good standing and experienced in design of dewatering systems, to independently evaluate the boring logs and other soils information available to determine those areas that will require special dewatering techniques and to design the required system.
b. Contractor's dewatering professional engineer shall provide sufficient on-Site inspection and supervision to ensure that the dewatering is carried out in accordance with the approved design.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Provide in accordance with Division 01 General Requirements.

1.08 SITE CONDITIONS

A. Existing Conditions: per Division 01 General Requirements.

1. Review geotechnical and subsurface information provided with Contract Documents.

2. Determine if additional test borings are required and conduct other exploratory operations necessary for dewatering according to the performance requirements at no additional cost to Owner.

3. Prior to start of any construction activity jointly inspect the Site with dewatering Installer, Owner and Engineer to observe and document the preconstruction condition of the site, existing structures, and facilities.

PART 2 – PRODUCTS

2.01 DEWATERING SYSTEM

A. Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control groundwater levels and to lower, control, remove, treat, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system(s), including comprehensive engineering analysis by a qualified professional engineer, registered in the state where Project is located, using performance requirements and criteria indicated.

2. Design dewatering system to:

a. lower groundwater level within the Work area without adversely affecting existing structures, utilities, pavements, sidewalks or wells outside of the Work area;

b. maintain groundwater levels inside the excavation at a minimum of 2 feet below the bottom of excavation and groundwater drawdown at a distance of 15 feet outside the excavation limited to no more than 5 feet. Continuously monitor groundwater levels inside and outside the excavation;

c. effectively reducing the hydrostatic pressure below excavation subgrade in the existing fills, organic peat, organic and inorganic...
silt/clays and sands and gravel, so that excavation bottoms are firm and dry and a factor of safety of at least 1.2 is maintained against uplift; and
d. be capable of maintaining a dry and stable subgrade until the structures, pipes, appurtenances, and drainage pipe and structure bedding to be built therein have been completed to the extent that structures, pipes, and appurtenances will not be floated or otherwise damaged.

3. Basis of Design
   a. Existing groundwater levels measured at the Site as reported in the geotechnical and subsurface information.
b. On-Site recharge of dewatering effluent is the preferred method for disposal. Review available geotechnical and subsurface information to identify those areas where the presence of low permeability soils may require storage in sedimentation tanks and/or transport of the dewatering effluent. Disposal of effluent within 100 feet of buildings is prohibited.
c. Locate groundwater control facilities where they will not interfere with the Work or the work of other contracts.
d. Provide for prevention of surface water from entering excavations by grading, dikes, or other means.
e. Provide for dewatering without damaging adjacent streets, utilities, existing buildings, structures, and site improvements adjacent to excavation.
f. Minimum capacity of back-up equipment for the dewatering system: equal to the primary equipment and available in operating condition continuously. Provide electrically operated dewatering equipment, powered with independent generators adequately sized to operate the dewatering system and capable of running on commercial power. Provide standby equipment independent of commercial power and provide for dewatering within 24 hours upon primary pump or power failure.
g. Materials and equipment: in compliance with accepted industry standards, in good operating condition, and able to perform satisfactorily over the required duration of construction dewatering, including pipes, well screens, filter sand, grout, pumps, meters, and controls.
B. Provide units/equipment in accordance with approved Dewatering Plan.
   1. Provide electrically operated dewatering equipment, powered with dedicated generators adequately sized to operate the dewatering system and capable of running on commercial power. Provide standby equipment independent of commercial power and provide for dewatering within 24 hours upon primary pump or power failure. No work shall be performed by the Contractor below the pre-construction groundwater level during dewatering system failure.
   2. Provide suitable temporary pipes, flumes or channels for water that may flow along or across the Site of the Work.
C. Provide dewatering equipment with noise attenuation systems capable of meeting the governing noise regulation requirements.

2.02 TREATMENT SYSTEM
   A. Provide units/equipment in accordance with approved treatment system.
   B. Include properly sized and designed fractionation tank(s) with bag filtration system.
   C. Provide additional storage units to handle quantities of water in excess of treatment system capacity to allow Work to proceed without interruption.
   D. Provide flow meter at discharge locations to allow accurate measurement of flow rate and cumulative flow volume.

2.03 SOURCE QUALITY CONTROL
   A. Provide in accordance with Division 01 General Requirements.

PART 3 – EXECUTION

3.01 GENERAL
   A. Obtain necessary regulatory approvals and permits for operation of the dewatering system and the disposal of dewatering flows, including, among others, approval by under NPDES program for construction dewatering activities. Prepare and obtain the NPDES DGP.
   B. Maintain dewatering operations to ensure erosion control, stability of excavations, prevention of uplift, prevention of flooding in excavation, and prevention of damage to subgrades and adjacent structures. Make modifications to the dewatering system and/or operations if required performance is not met at no additional cost to the Owner.
   C. Do not perform Work below the pre-construction groundwater level during dewatering system failure.
D. Do not use dewatering pumps on Site without factory installed sound attenuating equipment.

E. Perform Work in accordance with approved Dewatering Plan.

3.02 INSTALLATION

A. Furnish, install, operate, and maintain dewatering equipment and systems as required to provide stable subgrades and dry excavations, including but not limited to the following.

1. Construction dewatering at all typical open-trench excavations along the drainage pipe alignments and associated drainage structures

2. Construction dewatering inside excavation for storm water storage tank

3. Construction dewatering inside excavation for pump house station

B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.

2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

C. Install dewatering system within limit of Work. Minimize interference with roads, streets, walks, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction. Do not operate equipment on paved surfaces to prevent damaging these surfaces.

D. Locate dewatering facilities to prevent interference with utilities and construction work to be done by others.

E. Provide temporary grading to facilitate dewatering and control of surface water.

F. Install dewatering system utilizing sumps, wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material, valves, appurtenances, water disposal, and surface-water controls as indicated on approved Dewatering Plan.

1. Space sumps, well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent loss of fine sands or silts during dewatering activity.

G. Provide system to lower and control groundwater to permit excavation and construction in the dry for open-cut excavation and excavation inside sheeting. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of carrying pipes and casings.

H. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

I. Provide standby equipment on Site, installed, and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged utilities, structures, foundation soils, and other facilities at no additional expense to Owner.

J. Be prepared to modify the dewatering system and methods as required by actual field conditions encountered during construction, at no additional cost to the Owner.

K. Monitor quality of discharge from dewatering system to determine if soil particles are being removed from the system.

1. Encapsulate the suction end of the pump with crushed stone, filter fabric, and other materials to minimize the amount of silt discharged to the amount allowed by the construction dewatering permit.

   a. For dewatering operations with relatively minor flows, direct pump discharges using filtration bag or system per erosion and sediment control requirements, or pump into hay bale sedimentation traps lined with filter fabric. Filter water through the hay bales and filter fabric prior to seepage into storm drainage or any natural water course.

   b. For dewatering operations with larger flows, provide pump discharges into a steel dewatering/sedimentation basin. Use steel baffle plates to slow water velocities, to increase the contact time, and allow adequate settlement of sediment prior to discharge into waterways, storm drainage or discharge point allowed by the construction dewatering permit.

   a. Utilize silt sacks in catch basins when excess silt is suspended in the discharge water per erosion and sediment control requirements. If siltation basin is used, size to effectively filter for the volume and discharge rate of water anticipated without overflow.

L. Take measures to prevent damage to adjacent buildings, structures, utility lines, and work resulting from groundwater pumping.
M. Modify system if, after installation and while in operation, it causes or threatens to cause damage to existing buildings, structures, utilities, or facilities.

N. Repair damage, disruption, or interference resulting directly or indirectly from dewatering operations as approved by its Engineer.

O. Special Dewatering

1. Use Special Dewatering as necessary if Normal Dewatering methods are inadequate to ensure dry and stable excavation subgrade conditions.

2. Special Dewatering techniques may consist of one- or two-stage wellpoint systems, deep wells, or eductor and ejector type systems. Design with suitable screens to prevent pumping of fines and to address specified Work Site conditions.

3. In areas requiring special dewatering, lower the groundwater level to a minimum of 2 feet below the existing fill and/or organic peat subgrades or to the excavation subgrade for organic silt/clay subgrades prior to any installation and maintain that groundwater level until excavation has been backfilled. Provide monitoring by Contractor’s dewatering professional engineer.

4. Furnish materials and install at least 2 observation wells at each excavation area at locations proposed by the Contractor’s dewatering professional engineer and reviewed and approved by Engineer.

3.03 OPERATIONS

A. Operate system continuously until proposed construction is completed and backfill materials have been placed or until dewatering is no longer required in accordance with the requirements of the Engineer and City of Salem and permits.

B. Monitor dewatering systems continuously.

C. Promptly repair damages to adjacent facilities caused by dewatering.

D. Operate system to lower and control groundwater to permit excavation, construction of structures, and placement of backfill materials on dry subgrades.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

2. Maintain groundwater water levels a minimum of 24 inches below bottom of excavation, inside the excavation.

3. Limit groundwater drawdown outside the excavation to no more than 5 feet from preconstruction levels at a distance of 15 feet from the excavation.
E. Maintain a sufficient volume of water in the frac tanks to prevent oil, if present, from exiting the frac tank. Take steps to remEDIATE oil released from the frac tanks.

F. Furnish, install, operate, maintain, and remove all necessary equipment to perform pH adjustments if required to meet the pH discharge limits required under the NPDES DGP.

G. Sample and analyze the dewatering influent and effluent to meet system maintenance requirements and the NPDES DGP requirements.

H. Meet standards and requirements of the NPDES DGP.

I. Include any other items incidental to the placement on Site, operation, maintenance, disconnection, dismantling, and removal of the treatment system.

J. Report any sign of subgrade disturbance due to seepage or unaccountable change in effluent flow rate to the Engineer and steps immediately taken to correct the condition.

K. Implement additional treatment and different permits if necessary and if sheen or oil is observed in the dewatering effluent.

L. Legally dispose of water removed by dewatering to avoid endangering public health, property, and portions of Work under construction or completed and legally dispose of sediment off Site at an appropriate disposal site.

3.04 MONITORING

A. Install an adequate number of observation wells to monitor the dewatering operations for the duration of the Work.

B. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

3.05 PROTECTION

A. Protect and maintain dewatering system during dewatering operations.

B. Promptly repair damages to adjacent facilities caused by dewatering.

3.06 DECOMMISSIONING

A. Remove dewatering system from the Project Site upon completion of dewatering.

B. Unless otherwise directed by the Engineer, fill well holes with sand-cement grout and cut off wells a minimum of 24 inches below finished grade.
3.07 FIELD QUALITY CONTROL
   A. Provide in accordance with Division 01 General Requirements.

3.08 CLOSEOUT ACTIVITIES
   A. Provide in accordance with Division 01 General Requirements.

END OF SECTION
SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROLS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Provide and maintain devices to control erosion, siltation, sedimentation, and dust that occur during construction operations in accordance with this Section, applicable reference standards listed in Article 1.03, as may be shown on the Drawings and as required by Laws and Regulations.

2. Attendance at Preconstruction On-Site Conference with the Conservation Agent and/or a member of the Conservation Commission.

B. Related Requirements

1. Division 31 Earthwork, all sections

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 REFERENCES

A. Reference Standards

1. Order of Conditions

2. U.S. Composting Council (USCC)

3. Massachusetts Executive Office of Environmental Affairs, Massachusetts Erosion & Sedimentation Control Guidelines for Urban and Suburban Areas

   a. M6.04.2 Straw Mulch
   b. 767 Mulching; Seed for Erosion Control

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.
1. Prior to the commencement of any activity on Site, arrange and attend Preconstruction On-Site Conference with the Conservation Agent and/or a member of the Conservation Commission in accordance with Section 01 15 30.

1.05 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

B. Product Data
   1. Siltation fence
   2. Erosion control mulch sock/tube
   3. Temporary erosion control matting
   4. Siltation control devices

C. Erosion and sediment control plan prior to the start of construction

D. Closeout and Maintenance Material Submittals: per Division 01 General Requirements.

1.06 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Conform to all requirements of applicable federal, state and local permits, including the “Erosion and Sedimentation Control Details”, and the local Conservation Commission.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Provide in accordance with Division 01 General Requirements.

B. Composting materials: provided with a Certificate of Compliance from an USCC’s Seal of Testing Assurance (STA) Program Certified Laboratory, verifying that the compost meets the parameters listed herein and certification not older than 90 days.

1.08 SITE CONDITIONS

A. Existing Conditions: per Division 01 General Requirements.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Siltation Fence: Mirafi Environfence or Amoco 1380 Silt Stop.
B. Mulch Sock/Compost Filter Tube

1. Type and use: as specified by the Massachusetts Erosion & Sedimentation Control Guidelines for Urban and Suburban Areas.

2. Long fibered hay, grass mowings, or straw, in dry condition and which are relatively free of weeds and foreign matter detrimental to plant life.

3. Mulch binder: asphalt emulsion mulch binder of type acceptable to the Engineer.

4. Mulch netting: plastic or nylon mesh netting with approximate openings of 1/8 inch; or other netting approved by the Engineer.

5. Color: orange or orange striped for visibility.

6. Tensile strength: minimum 202 psi per ASTM D5035 with ultra-violet exposure resistance of 100 percent at 1,000 hours per ASTM G155.

7. Stakes for installing compost filter tubes: 1-1/2 inches square hard wood stakes, trimmed to a blunt end.

8. Compost fill material for the compost filter tube: certified though the USCC’s STA Program and not derived from agricultural, food, or industrial residues; bio-solids (treated sewerage sludge); yard clippings; source-separated or mixed solid waste, free from man-made foreign matter, and without objectionable odors.

C. Seeding

1. Select seed variety and applied rates based upon the date of application per the following table. Equivalent seed mixture based on suitability for use in controlling erosion of the various soil types and slopes may be used as approved by the Engineer.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Seed</th>
<th>Applied Rate (pounds per 1,000 feet²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1 to 7/1</td>
<td>Oats</td>
<td>1.8</td>
</tr>
<tr>
<td>8/15 to 9/15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/1 to 7/1</td>
<td>Annual Ryegrass</td>
<td>0.9</td>
</tr>
<tr>
<td>5/15 to 8/15</td>
<td>Sundangrass</td>
<td>0.9</td>
</tr>
<tr>
<td>9/15 to 10/15</td>
<td>Winter Ryegrass</td>
<td>2.6</td>
</tr>
</tbody>
</table>

D. Sod: grown from certified seed of adapted varieties to produce high quality sod free of any serious thatch, weeds, insects, diseases and other pest problem, be at least 1 year old and not older than 3 years, and cut with a 1/2 inch to 1 inch layer of soil.
E. Drains: Flexible drains consisting of collapsible neoprene pipe, minimum 8 inch diameter.

F. Stone check dam: aggregate consisting of hard, durable rock, sieve analysis by weight.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 inch</td>
<td>90 - 100</td>
</tr>
<tr>
<td>1.5 inch</td>
<td>0 - 40</td>
</tr>
<tr>
<td>No. 4</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

G. Hay Bales: rectangular shaped bales of hay or straw weighing at least 40 pounds per bale, free from noxious weed seeds and rough or woody materials.

H. Siltation Control Devices

1. Dirtbag® or equivalent, to be used on the discharge of any excavation dewatering setup.

2. Inlet Protection (Silt Sack) Acceptable Manufacturers
   a. ACF Environmental, Wilmington, MA
   b. Atlantic Construction Fabrics, Inc, Richmond VA
   c. ESS Brothers & Sons Inc, Loretto, MN
   d. Bowhead Manufacturing Company, Seattle, WA

3. Material: woven polypropylene geotextile material with built-in high-flow relief systems (overflow weirs). Manufacture for a 24 inch by 24 inch opening under regular flow conditions and to fit the catch basin or drop inlet to which it is to be installed with capability of being removed, emptied and reinstalled.
I. Silt Curtain: manufactured for regular flow conditions and to fit the brook section which it is to be installed.

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floatation Element</td>
<td>Cylindrical, internal closed cell foam</td>
</tr>
<tr>
<td>Floatation Cover</td>
<td>PVC coated polyester</td>
</tr>
<tr>
<td>Ballast</td>
<td>5/16 in galvanized chain 1.1 lbs/ft</td>
</tr>
<tr>
<td>End Connectors</td>
<td>Grommeted end/tow plates and lacing grommets</td>
</tr>
<tr>
<td>Skirt Material</td>
<td></td>
</tr>
<tr>
<td>Weight</td>
<td>6.2 oz/yd2</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>390-280 lb</td>
</tr>
<tr>
<td>Elongation Break</td>
<td>25 %</td>
</tr>
<tr>
<td>Mullen Burst</td>
<td>530 psi</td>
</tr>
<tr>
<td>Puncture Strength</td>
<td>140 lb</td>
</tr>
<tr>
<td>Tear Strength</td>
<td>100-80 lb</td>
</tr>
<tr>
<td>Eos US Std Sieve</td>
<td>210 μ, 70 μ</td>
</tr>
</tbody>
</table>

J. Erosion Control Blanket

1. Provide erosion control blanket for slope stabilization as directed by the Engineer in accordance with this Specification and in compliance with the Order of Conditions.

2. Provide with soft pine wood wedges and stakes of entirely of biodegradable materials as recommended by the manufacturer.

3. Erosion control blanket (coir log): coconut fiber mats woven into a matrix complying with the following.

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>Test Method</th>
<th>Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weight</td>
<td>ASTM D 3776</td>
<td>17.8 oz/SY (600 g/m²)</td>
</tr>
<tr>
<td>Wide width tensile strength</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Machine direction</td>
<td>ASTM D 4595</td>
<td>910 lbs/ft (13.3 kN/m)</td>
</tr>
<tr>
<td>Wet Cross direction</td>
<td></td>
<td>870 lbs/foot (12.7 kN/m)</td>
</tr>
<tr>
<td>Dry Machine direction</td>
<td>ASTM D 4595</td>
<td>1130 lbs/foot (16.5 kN/m)</td>
</tr>
<tr>
<td>Dry Cross direction</td>
<td></td>
<td>1040 lbs/foot (15.2 kN/m)</td>
</tr>
<tr>
<td>Elongation at failure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wet Machine direction</td>
<td>ASTM D 4595</td>
<td>32 percent</td>
</tr>
<tr>
<td>Wet Cross direction</td>
<td></td>
<td>26 percent</td>
</tr>
<tr>
<td>Open area</td>
<td>Calculated</td>
<td>58 percent</td>
</tr>
<tr>
<td>Thickness</td>
<td>ASTM D 177</td>
<td>0.35 inch (9 mm)</td>
</tr>
<tr>
<td>Recommended shear stress</td>
<td></td>
<td>4 lbs./sq. ft. (192 N/sq.m.)</td>
</tr>
<tr>
<td>Recommended flow</td>
<td></td>
<td>10 fps (3 m/s)</td>
</tr>
<tr>
<td>Recommend slope</td>
<td></td>
<td>2:1</td>
</tr>
</tbody>
</table>
K. Straw mulch: MassDOT M6.04.2, long fibered straw, 100 percent certified weed free, free from foreign matter detrimental to plant life, and in dry condition.

L. Tackifier: biodegradable and non-toxic bonding adhesive agent during hydraulic seeding or straw mulching to minimize wind and water effects.

M. Catch Basin Silt Sacks


2. Test Method: ASTM D-4884 165.0 lbs./inch.


4. Meet the following ASTM D-4884 standards. Properties are Minimum Average Roll Values (MARV).

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Units</th>
<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Tensile</td>
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PART 3 – EXECUTION

3.01 GENERAL

A. Undertake reasonable precaution to avoid erosion of soil and to prevent silting of drainage ditches, storm sewers, rivers, streams, and lakes.

B. Plan and execute construction using methods to control surface drainage from cuts and fills, from borrow and waste disposal areas and prevent erosion and sedimentation. Coordinate temporary erosion controls with permanent erosion controls to the extent practical.

C. Employ pollution prevention measures, erosion and sedimentation control, before, during and after soils are exposed. Prior to soil disturbance or soil storage, ensure measures are in place before activity occurs. Employ additional measures as the Work progresses. Implement and maintain erosion and sedimentation control measures as necessary until the Site is permanently stabilized.

D. Provide measures to control dust caused whether on or off the Project Site.
E. Keep exposure of soils on embankments, excavations, and graded areas to as short a duration as possible. Initiate mulching, seeding and other temporary erosion control practices as specified.

F. Install erosion control measures in any ditch, swale or channel before runoff is allowed to flow to the waterway.

G. Dewater trench to install materials in the dry.

H. Contain water pumped from trenches and excavations. Do not discharge trench dewatering and pipe dewatering to the waterway.

I. Employ the use of siltation control devices at all times to prevent runoff from entering waterway.

J. Stabilize disturbed areas with temporary and permanent erosion control practices as soon as practicable, but no more than 14 days after construction activity on a particular portion of the Site has temporarily or permanently ceased except where construction activities will resume on the particular portion of the Site within 21 days; and where snow cover precludes initiation of stabilization measures.

K. Perform inspections of disturbed soil areas, material storage areas exposed to precipitation, and erosion control measures with Engineer a minimum of once every 14 days and also within 24 hours after any storm event greater than 0.5-inches of rainfall. Immediately correct deficiencies in the erosion control measures identified or indicated by failures or erosion by implementing additional measures or different techniques to correct and prevent subsequent erosion at no additional cost to Owner.

L. Control dust in accordance with Division 01 General Requirements. Utilize the application of sprinkled water and calcium chloride to reduce the emission of airborne soil particulates from the Site.

3.02 PREPARATION

A. Temporary Erosion Control Blanket

1. Conform to grades and cross sections for slopes and ditches shown on the Drawings.

2. Finish to a smooth and even condition with all debris, roots, stones, and lumps raked out and removed.

3. Apply seed prior to placement unless otherwise directed.

4. Dewater trenches and swales to install materials in the dry.
3.03 INSTALLATION

A. Siltation Fence

1. Construct as shown on Drawings. Install parallel to contours where possible, prior to site clearing and grading activities.

2. Bury lower edge of fabric at least 6 inches below ground surface to prevent underflow.

3. Curve ends of fence uphill to prevent flow around ends.

4. Inspect frequently; repair or replace any damaged sections.

5. Remove fence only when adequate grass catch has been established.

B. Mulch Sock/Tube

1. Install compost filter tubes, also referred to as sedimentation barriers consisting of a 9 inch diameter filter tube filled with approved mulch and compost materials.

2. Undertake immediately after each area has been properly prepared.

3. Fill sedimentation barriers by truck mounted blowers with an adequate volume of material to provide a firm barrier that slumps not more than 20 percent of the height measured in place. Fill tubes of compost on or off Site. Place, fill and stake tubes in place to ensure stability against water flows and tamp to ensure good contact with soil.

4. Hay mulch should cover the ground enough to shade it, but should not be so thick that a person standing cannot see ground through the mulch.

5. Remove matted mulch or bunches.

6. Install sedimentation barriers in the locations shown on Drawings and as directed by Engineer. Install in continuous lengths not to exceed 100 feet. Shorter lengths may be used as needed to finish a line of barrier, but not be shorter than 10 feet.

7. Overlap barrier sections not less than 2 feet at section ends, with the ends pressed firmly together. Stake section ends with the fabric ends tied off.

8. Drive stakes into the existing grade not less than 1 foot, spaced at a minimum of 8 feet on center. Provide additional stakes as needed for the ends of each section and for overlapping sections.
C. Erosion Control Blanket (Matting)

1. Install erosion control blanket and straw mulch in accordance with manufacturer’s instructions and the following where shown on Drawings or as directed by Engineer. Submit manufacturer’s instructions to Engineer prior to installation. Place immediately following seeding.

2. Install an erosion control blanket onto slopes that have been graded, seeded, completed to required line and where grades are steeper than or equal to 3:1 as shown on the Drawings and directed by Engineer.

3. Place strips lengthwise in the direction of the flow of water.

4. Overlap ends at least 6 inches in a shingle fashion.

5. Turn down up-slope end of each strip of the matting and bury to a depth of not less than 6 inches with the soil firmly tamped against it.

6. Engineer may require that any other edge exposed to more than normal flow of water be buried in a similar manner.

7. Build check slots at right angles to the direction of the flow of water. Space so that one check slot or one end occurs within each 50 feet of slope length. Construct by placing a tight fold of the matting at least 6 inches vertically into the ground, and tamp the same as up-slope ends.

8. When ordered, spread additional seed over matting, particularly at those locations disturbed by building the slots. Press matting onto the ground with a light lawn roller or by other satisfactory means.

9. Use pine wedges to fasten coir to ground. Do not use metal staples. Pound vertically flush to the surrounding surface and shall not protrude above finished grade. Place pine wedges in the same locations as manufacturer recommended staple locations.

10. On grades 4:1 or steeper, place pine wedges in the same 3 rows, but spaced 2 feet apart.

11. On overlapping or butting edges, double the number of pine wedges, with the spacing halved; secure ends of matting and required check slots spaced every foot.

12. In combination with the erosion control blanket, apply weed free straw mulch on side slopes steeper than 3:1.
13. Place mulch according to MassDOT 767. Do not use short fibered material or material which is so wet or decayed that it cannot be properly spread. Apply tackifier as needed.

D. Sod

1. Lay sod strips on the prepared soil, perpendicular to the slope or direction of water flow, starting at the lowest elevation. Butt the edges and ends of the sod strips together and tamp or roll. Stagger joints.

2. Staple sod strips at ends and at 3-foot intervals along the center of the strip.

3. Irrigate sodded area immediately after installation.

E. Temporary Seeding

1. Seed with appropriate seeds and application rates specified in the table in Part 2 of this Section. Sow seed at the rate indicated, on the pure live seed basis.

2. Mulch areas where temporary seeding has been applied. Do not mulch seeded areas where matting will be immediately installed. If temporary seeding does not achieve adequate growth by November 1, apply an additional layer of mulch at that time.

3. Mulch temporarily or permanently seeded areas, areas which cannot be seeded within the recommended seeding dates, and any soil stockpile areas, immediately following seeding. Straw or hay mulch, wood fiber mulch, and hydromulch are recommended.

F. Topsoil Storage

1. Place topsoil which is stockpiled on the site for use in loam applications out of natural drainages, in 8 foot high piles which have side slopes of 50 percent to 70 percent.

2. Install siltation fence around the base of the pile to prevent eroding soil from washing into drainages.

3. Cover any topsoil piles which are to remain for a period of 21 days or more with temporary seed and mulch immediately following stockpiling.
G. Store Check Dam
   1. Place in locations indicated on Drawings or as ordered to provide for temporary control of erosion and sedimentation.
   2. Install as directed by the local Conservation Commission and Engineer.

H. Hay Bales
   1. Place as ordered to provide for temporary control of erosion, and in ditches at 100 foot minimum intervals.
   2. Install as shown on Drawings, and stake with required stakes.

I. Siltation Control Devices – Silt Sacks
   1. Install in accordance with the Drawings and manufacturer’s instructions. Install Inlet Protection (Silt Sacks) in catch basins and as required by the Engineer.
   2. Keep silt sacks in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth.
   3. Install prior to commencement of any excavation including but not limited to, cold planning, pavement reclamation, or unclassified excavation.

J. Silt Curtain
   1. Install silt curtain filter material in accordance with the Drawings and prior to commencement of any excavation including but not limited to, cold planning, pavement reclamation, or unclassified excavation.
   2. Keep silt curtain in place until removal is approved by the Engineer in accordance with water quality monitoring.

K. Other Temporary Measures
   1. Provide and maintain temporary slope drains as required.
   2. Employ other temporary erosion control measures as directed by the Engineer or local Conservation Commission.

3.04 FIELD QUALITY CONTROL

A. Site/Field Tests and Inspections
1. Inspect erosion control practices immediately after each rainfall and at least daily during prolonged rainfall or snowmelt for damage. Make appropriate repairs or replacement at no additional cost to the Owner, until acceptance by Engineer.

3.01 MAINTENANCE

A. Maintain areas mulched or matted, at no additional cost to the Owner, until Project acceptance.

B. Maintain detention basins by removing silt that reaches a depth of over 1 foot, at no additional cost to the Owner, until Project acceptance.

C. Maintain sedimentation barrier and periodically inspect barrier lines during construction. Remove accumulated sediment higher than 1/2 the height of the barrier, or before a major storm event and as directed by the Engineer.

D. Remove silt from siltation fence when it has reached one-half the fence height, or prior to expected heavy runoff or siltation.

E. Repair matting if any pine anchors become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

F. Inspect filter tubes after each rainfall and at least daily during prolonged rainfall. Immediately correct deficiencies, including, but not limited, to washout, overtopping, clogging due to sediment, and erosion. Review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Maintain the functional integrity of filter tubes in sound condition at all times. Where deficiencies exist, such as overtopping or wash-out, install additional staking or compost material as directed by the Engineer. Remove sediment deposits as necessary to maintain the filters in working condition. Repair or replace filter tubes that are decomposing, cut, or otherwise compromised.

G. Inspect condition of silt sacks after each rainstorm and during major rain events and clean periodically to remove accumulated sediment and debris. Handle and dispose of debris accumulated in silt sacks. Repair or replace damaged silt sacks.

H. Periodically inspect and empty the silt curtain and as directed. Dispose of removed material off Site. Inspect the condition of silt curtain after each rainstorm and during major rain events. Repair and replace damaged silt curtain at no additional cost to Owner.

3.02 CLOSEOUT ACTIVITIES

A. Provide in accordance with Division 01 General Requirements.
B. Remove temporary materials and devices when permanent soil stabilization has been achieved. Re-use materials in good condition if approved by the Engineer.

C. Remove filter fabric from the Site at completion of the Project.

D. Remove sedimentation barrier including removal of sediment accumulated at the barrier line, stakes and the barrier and the compost fill. Do not remove before a major storm event or as directed by Engineer. Finish final grade below and around the sedimentation barrier to the match the existing grade.

E. Level and grade to the extent required to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

F. Remove and legally dispose of unsuitable materials from Site.

END OF SECTION
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SECTION 01 57 17

TEMPORARY RODENT CONTROL

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Provide temporary rodent control for areas of construction by a licensed rodent exterminator in accordance with this Section.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination, sequencing, and scheduling: per Division 01 General Requirements.

1.04 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

1. Name, contact information, and license information for rodent exterminator to be retained for the duration of the Project

2. Pre-construction inspection notification

3. Rodent control plan showing number and location of bait stations, property information where bait stations will be located, and any additional actions to be taken to prevent or mitigate rodent activity and presence, including identification of pesticides to be used as well as manufacturer instructions, warnings, and safety data sheets (SDS)

4. Template and completed property owner permission forms for all properties included in rodent control plan. Form should include at a minimum a summary of rodent control activities and bait stations to be included on the property, schedule for rodent control activities, property owner information, and signature of property owner and date.

5. Records of property owner(s) who declined permission to implement rodent control activities
6. Licensed rodent exterminator’s logbook including a diagram with locations of all bait stations, SDS for pesticides being used, and rodent exterminator’s license and insurance information. Logbook must be available for inspection upon request by the Owner’s Health Department and Inspectional Services.

7. Rodent control reports within 7 days after each treatment that document, at a minimum, the locations of treatments, percentage of bait consumed, and any rebaiting or rodent control related activities.

1.05 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Qualifications of rodent exterminator: per Division 01 General Requirements and as follows.

1. Licensed and insured in the state where the Project is located

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

A. Ensure that the rodent exterminator complies with the following.

1. Perform a pre-construction baiting and a maintenance baiting program extending for duration of construction activities.

2. Respond to changes in rodent populations and rodent related complaints associated with the construction activities in addition to rodent control guidelines and measures determined.

3. Follow minimum steps specified in order to control and/or eliminate the rodent population and performs these steps per street or Work area for Work on multiple non-contiguous streets or Work areas. These steps are provided as guidelines only and do not supersede the judgement and measures deemed necessary by rodent exterminator.

4. Coordinate with Owner’s Health Department and Inspectional Services.

3.02 SITE INSPECTION

A. 45 days prior to commencement of Work, notify public and private property owners within 300 feet of construction activities of investigations 2 days ahead of investigation.
B. Inspect public and private areas within 300 feet of construction activities. Investigate signs of rodent activity as a basis for the rodent control plan.

C. In preparation for providing rodent control for public and private premises impacted by related rodent activity within a 300-foot radius of Project limits:
   1. Obtain written permission, via the property owner permission form identified in Section 1.04 above, from public and private property owners where bait will be placed, or for other rodent control activities.
   2. Identify property owners who declined permission to implement rodent control activities on their property and reason for declining permission if known. Submit records to the Quincy Health Department and Inspectional Services.

3.03 FIRST SERVICE - PRE-CONSTRUCTION

A. Provide rodent control for any premises, public and private, impacted by related rodent activity within a 300-foot radius of Project limits per the approved rodent control plan.

B. Perform sub-surface baiting treatment to sewer and drain lines within a 300-foot radius of construction activities. Make pesticide applications with bait formulations labeled for use in sewers and drains.

3.04 SECOND SERVICE FOLLOW UP / PRE-CONSTRUCTION

A. 7 to 10 days after First Service, re-inspect public and private areas within a 300-foot radius of construction activities. Re-treat active locations.

B. Perform sub-surface treatment. Rebait / re-treat active sewer and drain lines treated during First Service.

3.05 THIRD SERVICE FOLLOW UP / PRE-CONSTRUCTION

A. 10 to 14 days after Second Service, re-inspect public and private areas within a 300-foot radius of construction activities. Re-treat active locations.

B. Perform sub-surface treatment. Rebait / re-treat active sewer and drain lines.

3.06 PERIODIC SERVICE / MAINTENANCE DURING CONSTRUCTION

A. Every 2 weeks after Third Service, re-inspect public and private areas within a 300-foot radius of construction activities. Re-treat active locations.

B. Perform sub-surface treatment. Rebait / re-treat active sewer and drain lines.
3.07 FINAL SERVICE / POST CONSTRUCTION

A. 20 days after Substantial Completion, rodent exterminator shall retrieve all baits, traps, pesticides and other materials and equipment deployed for rodent control from public and private areas and sewer and drain lines.

B. Notify Owner Health Department and Inspectional Services upon completion of final service.

END OF SECTION
SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section specifies general requirements for products, materials and equipment. This Section applies to all Specifications and Drawings and provisions of this Section may be supplemented in other sections of Division 01.

B. Certain provisions required by Laws and Regulations may be referenced. Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations.

C. Section Includes

1.02 SOURCE QUALITY CONTROL

General
Independent Testing Agency Certification
Factory Testing

1.03 PRODUCT REQUIREMENTS

General
Transportation and Handling
Storage and Protection

1.04 WARRANTIES

1.02 SOURCE QUALITY CONTROL

A. General

1. Subject material and equipment furnished under the Contract Documents to a complete factory testing program as specified.

2. Shop Drawings and submittals: reviewed by Engineer before initiating testing program.

3. Perform checks and tests in accordance with manufacturer's recommendations and referenced standards.
4. Evaluate test results and advise Owner immediately of any discrepancy between test results and test limits or the failure of any device or system under test. Include test limits for acceptability applicable to each test on the certified test records.

5. Record test information, including the evaluation of testing results, on forms approved by Owner and Engineer.

B. Independent Testing Agency Certification

1. If specified, furnish certificates from an independent testing agency.

2. Independent testing agency to certify that material and equipment components have been examined and tested and are in conformance with the requirements specified in the Contract Documents.

3. Take Samples in accordance with the requirements specified in the Contract Documents, as selected by Owner or independent testing agency. Furnish and ship at no additional cost to Owner.

C. Factory Testing

1. Provide 14 days prior written notice of factory inspections and tests to Owner and Engineer.

2. If failure to give proper written notice results in material and equipment being assembled or covered before a factory inspection or test, make material and equipment ready for inspection or test and reassemble or recover at no additional cost to Owner.

3. Owner may inspect any portion of material and equipment furnished at any reasonable time during manufacture and may witness testing of any portion of material and equipment wherever located. Owner and Engineer to witness tests only.

4. Furnish, set up and operate test equipment and facilities.

5. If facilities for conducting required tests are unavailable to the manufacturer, conduct tests elsewhere or have them performed by an independent agency approved by Owner.

6. Protect material and equipment after testing and checking to provide that subsequent testing of other equipment or systems does not disturb, damage or otherwise interfere with functional capability of material and equipment.

7. Assume responsibility for protection of material and equipment and safety of all personnel during factory testing program.
8. Grounds for rejection: failure to withstand tests; failure to meet ratings; failure to meet applicable standards.

9. In the event of failure
   a. Submit revisions of documents requiring approval for changes required for rectification.
   b. Obtain Owner's and Engineer's approval before making such changes.
   c. Provide written details of any changes to be made not requiring approval.
   d. Notify Owner and Engineer in writing before retesting.
   e. Furnish new material and equipment which meets requirements of the Specifications if rejected material and equipment cannot be rectified to satisfaction of Owner and Engineer.
   f. Retest after rectification in presence of Owner or Engineer.

10. Assume responsibility for all costs, including, but not limited to: loss or damage to materials and equipment resulting from testing; retesting; rectification; new material and equipment to replace damaged or non-rectifiable material and equipment; removal, furnishing, transportation, unloading, and installation of replacement material and equipment; and witness of testing by Owner and Engineer including travel, lodging, meals, and payroll.

11. Submit certified test reports which define tests, list results, and are signed by Contractor's representative, and copies of raw data collected during tests. Submission of certified test reports does not relieve Contractor of responsibility for material and equipment meeting requirements of the Contract Documents after installation.

1.03 PRODUCT REQUIREMENTS

A. General

1. Products include new material and equipment incorporated into the Work and may also include existing material and equipment required for reuse. This does not include machinery and equipment used for preparation, fabrication, conveying, installation and erection of the Work.

2. Do not use materials and equipment removed from existing Work Site, except as specifically permitted.

3. Provide complete with accessories, trim, finished, safety guards, and other devices and details need for a complete installation and for the intended use or effect.
4. Provide standard products which have been produced and used successfully on other similar projects for similar applications. Provide products which are likely to be available to Owner in the future for items required for maintenance and repair or replacement Work.

5. Furnish interchangeable components of the same manufacturer, for similar components.

B. Transportation and Handling

1. Transport and handle material and equipment in accordance with manufacturer's instructions.

2. Notify Engineer and Owner in writing upon acceptance of a shipment.

3. Promptly inspect shipments to assure that material and equipment comply with requirements, quantities are correct, and material and equipment are undamaged.

4. Furnish equipment and personnel to handle material and equipment by methods to prevent soiling, disfigurement, or damage.

5. Uncrate equipment and dispose of packing material properly.

C. Storage and Protection

1. Store and protect material and equipment in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive material and equipment in weather tight, climate controlled enclosures.

2. For exterior storage of fabricated material and equipment, place on sloped supports, above ground.

3. Provide for bonded off Site storage and protection when Site does not permit on Site storage or protection.

4. Cover material and equipment subject to deterioration with impervious sheet covering. Furnish ventilation to avoid condensation or potential degradation of material and equipment.

5. Store loose granular materials on solid flat surfaces in a well-drained area. Avoid mixing with foreign matter.

6. Furnish equipment and personnel to store material and equipment by methods to prevent soiling, disfigurement, or damage.
7. Arrange storage of material and equipment to permit access for inspection. Periodically inspect to assure material and equipment are undamaged and are maintained in acceptable conditions.

8. After receipt of material and equipment, assume responsibility for loss and damage including but not limited to breakage, corrosion, weather damage, and distortion.

### 1.04 WARRANTIES

A. Provide warranties for equipment and material in accordance with Paragraphs 6.19 and 14.03 of the Standard General and Supplementary Conditions, if any.

B. Provide extended or special warranties as indicated in individual Specification sections.

**END OF SECTION**
SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section specifies general execution requirements and startup/commissioning and performance testing for closeout of the Work. This Section applies to all Specifications and Drawings and provisions of this Section may be supplemented in other sections of Division 01.

B. Certain provisions required by Laws and Regulations may be referenced. Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations.

C. Section Includes

1.02 OVERALL EXECUTION REQUIREMENTS
   - Coordination
   - Existing Conditions
   - Field Engineering
   - Record Documents
   - Cutting and Patching
   - Electrolytic Corrosion Prevention
   - Quality Assurance and Control of Installation
   - Manufacturers’ Field Services
   - Independent Testing

1.03 STARTUP, TESTING, AND COMMISSIONING
   - Spare Parts
   - Consumables
   - Checkout and Starting Systems
   - Starting, Adjusting, and Balancing
   - Startup and Commissioning/Performance Testing
   - Demonstration and Training

1.04 CLOSEOUT REQUIREMENTS
1.02 OVERALL EXECUTION REQUIREMENTS

A. Coordination

1. Conduct preconstruction and pre-installation meetings before commencing certain Work that requires coordination or has special requirements or approvals.

2. Comply with the required Work sequence and coordination as may be specified in Summary of Work and reflect in the Project scheduling.

3. Coordinate Work such that Work is completed with minimum disruption to residents and businesses.

4. Coordinate space requirements and installation of Work. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
   a. A primary Site restriction is the width of the streets and volume of traffic within the Project Site which may require complete shut down or partial blocking of the streets during construction. Coordinate with the Fire Department and Police Department.

5. Coordinate Work of the various Specifications with interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

6. Coordinate related Work at the Site in accordance with Article 7 of the Standard General and Supplementary Conditions, if any.

7. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

8. After Owner occupancy of premises, coordinate access to Site for correction of defective Work and/or incomplete Work to minimize disruption of Owner's activities.

9. Specific requirements applicable to the Project include the following.
   a. Coordinate with Owner and Engineer prior to performing any Work that will impact the pump station. Refer to Section 01 15 20 for requirements for maintaining operation of facilities.
   b. Coordinate with the Conservation Commission prior to start of Work per the Order of Conditions included as an attachment to the Supplementary Conditions.
B. Existing Conditions

1. Paragraph 4.01 of the Standard General and Supplementary Conditions, if any, covers Availability of Lands.

2. Paragraph 4.02 of the Standard General and Supplementary Conditions, if any, covers Subsurface and Physical Conditions.

3. Pursuant to Paragraph 4.04 of the Standard General and Supplementary Conditions, if any, existence and location of Underground Facilities and other utilities and construction indicated as existing are not guaranteed. Before beginning Work investigate and verify the existence and location of Underground Facilities and other utilities and construction.
   a. Conduct test pits and other utility research and properly restore utilities interfered with or damaged during construction at no cost to the Owner.
   b. Contact DIGSAFE (www.digsafe.com) by dialing 811.
   c. Before starting Work in existing manholes, test for gas and blow out the manholes.

4. Paragraph 4.05 of the Standard General and Supplementary Conditions, if any, covers Reference Points.

5. Paragraph 4.06 of the Standard General and Supplementary Conditions, if any, covers Hazardous Environmental Conditions at Site.

C. Field Engineering: as specified below.

1. Prior to initiating construction, engage an independent professional land surveyor registered in the state where the Project is located to provide surveys and permanent reference points for all bounds and property markers along the line of the Work that may be disturbed during construction. Submit copies of all ties to the bounds and property markers to the Engineer prior to excavation at the Site(s).


4. Promptly report lost or destroyed reference points, benchmarks, or control points. Promptly report requirements relocate reference and control points due to changes in grades. Promptly replace lost or destroyed bounds or markers and control points based on the original survey control points utilizing the services of a professional land surveyor registered in the state where the Project is located. The cost of replacing markers disturbed by the Contractor's operations shall be at the Contractor's expense.

D. Record Documents

1. Provide record documents in accordance with Paragraph 6.12 of the Standard General and Supplementary Conditions, if any, and in accordance with Section 01 15 30.

2. Store record documents separate from documents used for construction. Record information concurrent with construction progress.

3. Legibly mark each item to record description of actual equipment and material installed and actual construction on the Drawings and approved submittals, including the following.
   a. Manufacturer's name and equipment and material model and number
   b. Material and equipment substitutions or alternates utilized
   c. Approved changes
   d. Measured depths of foundations
   e. Measured horizontal and vertical locations of Underground Facilities and appurtenances, referenced to permanent surface improvements
   f. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work
   g. Field changes of dimension and detail
   h. Details not on original Contract Documents or Shop Drawings

E. Cutting and Patching

1. Employ skilled and experienced personnel to perform cutting and patching.
2. Submit written request in advance of cutting or alteration which affects:
   a. structural integrity of any element of Project;
   b. integrity of weather exposed or moisture resistant elements;
   c. efficiency, maintenance, or safety element;
   d. safety, traffic, or hazard barriers;
   e. visual qualities of sight exposed elements; and
   f. work of Owner or separate contractor.

3. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
   a. fit materials together, to integrate with other work;
   b. uncover Work to install ill-timed Work;
   c. remove and replace defective or non-conforming Work;
   d. remove Samples of installed Work for testing when requested; and
   e. provide openings in element of Work for penetration of mechanical and electrical work.

4. Execute Work by methods to avoid damage to other work and which will provide appropriate surfaces to receive patching and finishing.

5. Provide adequate temporary support for Work to be cut.

6. Restore Work with new materials in accordance with requirements of Contract Documents. Use materials identical with original materials where recognized that satisfactory results can be produced.

7. Provide protection from elements for areas which may be exposed by uncovering work.

8. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained adjoining Work in a manner, which will eliminate evidence of patching.

9. Identify any Hazardous Waste, Hazardous Environmental Condition, or hazardous substance exposed during the Work to Owner for decision or remedy in accordance with Paragraph 4.06 of the Standard General and Supplementary Conditions, if any.
10. Cut work by methods least likely to damage Work to be retained and work adjoining. Cut Work with sawing and grinding tools, not with hammering, chopping, or burning tools. Cut masonry and concrete materials with masonry saw or core drill. Do not use pneumatic tools without prior approval. Core drill openings through concrete Work. Adhere to mandatory cutback requirements when saw cutting concrete and roadway openings.

11. Do not cut and patch structural Work in a manner resulting in reduction of load-carrying capacity or load/deflection ratio.

12. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Maintain supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage and seal voids. For interior work at penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire resistant material, to full thickness of the penetrated element.

13. Do not cut and patch operational or safety-related components that reduce capacities to perform in manner intended. Do not cut and patch Work that reduces visual qualities. Remove and replace unsatisfactory cutting patching as directed by Engineer or Owner.

F. Electrolytic Corrosion Prevention

1. Prevent galvanic action, bimetallic corrosion, anodic or cathodic action, and electrolysis at all electrical grounds and for all galvanic scale (electromotive series or table of oxidation potentials). Do not allow contact of dissimilar metals further apart than 0.35 on the galvanic scale (electromotive series or table of oxidation potentials). The electrode potential of common metals is listed below.

<table>
<thead>
<tr>
<th>Electrode Potential Volts (Relative to Hydrogen)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnesium                                       +2.37</td>
</tr>
<tr>
<td>Aluminum                                        +1.70</td>
</tr>
<tr>
<td>Zinc+                                          +0.76</td>
</tr>
<tr>
<td>Chromium                                       +0.56</td>
</tr>
<tr>
<td>Iron and Steel                                  +0.44</td>
</tr>
<tr>
<td>Cadmium                                        +0.40</td>
</tr>
<tr>
<td>Nickel                                         +0.25</td>
</tr>
<tr>
<td>Tin                                            +0.14</td>
</tr>
<tr>
<td>Lead                                           +0.13</td>
</tr>
<tr>
<td>Copper                                         -0.34</td>
</tr>
</tbody>
</table>
2. Unless otherwise indicated, provide dielectric insulators between ferrous and nonferrous pipe and equipment.

G. Quality Assurance and Control of Installation

1. Monitor quality control of Subcontractors, Suppliers, manufacturers, material, equipment, services, Site conditions, and workmanship, to produce Work of specified quality. Conduct field quality control and testing specified.

2. Comply fully with manufacturers' installation instructions, including each step in sequence. If manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

3. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

4. Perform Work using persons qualified to produce workmanship of specified quality.

5. Install field Samples and mockups at the Site as required in Specifications for review. Acceptable Samples and mockups represent a quality level for the Work. Where field Sample or mockup is specified to be removed, clear area after field Sample or mockup has been accepted by Engineer or after Work is complete when mockup is to serve as a control reference.

6. Protect adjacent construction in accordance with Paragraph 6.13 of the Standard General and Supplementary Conditions, if any.

H. Manufacturers' Field Services

1. If required in the Specifications, arrange and pay for material or equipment Suppliers or manufacturers to provide qualified staff personnel (field representative) to perform the following services and services specified. Submit reports of activities, actions taken and test results to Engineer within 10 days of completion.

   a. Observe Site conditions, conditions of surfaces and installation, quality of workmanship.

   b. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

   c. Assist with field assembly as required.
d. Furnish, setup, and operate required test equipment and facilities.

e. Perform and record results of manufacturer recommended inspections and tests, and tests specified for material and equipment.

f. Be responsible for protection of material and equipment and safety of all personnel during testing.

g. Perform any other services normally provided by field representative's company.

h. Instruct operating personnel in proper use of material and equipment.

i. Instruct and supervise field repairs before acceptance by Owner.

I. Independent Testing

1. Employ and pay for specified services of an independent firm in accordance with Paragraph 13.03 of the Standard General and Supplementary Conditions to perform inspection and testing as may be specified except where responsibility for a specific inspection or test is expressly allocated to Owner in the Specifications or by Laws and Regulations.

2. Reports will be submitted by the independent firm to Owner, in duplicate indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.

3. Inspection, testing, and source quality control may occur on or off the Project Site.

4. Cooperate with independent firm. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

5. Notify Owner and independent firm 24 hours before expected time for operations requiring services.

6. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.

7. Retesting required because of nonconformance to specified requirements will be performed by the same independent firm if instructed by Owner. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Price.
8. Testing or inspecting does not relieve Contractor from performing Work in accordance with requirements of the Contract Documents.

1.03 STARTUP, TESTING, AND COMMISSIONING

A. Spare Parts

1. Provide spare parts required for construction, startup, testing and commissioning of the Work prior to achievement of Substantial Completion, including spare parts for flushing and consumable supplies such as bolts, nuts, gaskets, filters, insulating tape, etc., normally consumed in the startup, commissioning and testing.

2. If spare parts are to be purchased by Owner as specified, Contractor shall have the right to use the spare parts purchased by Owner provided that such spare parts are replaced prior to Substantial Completion at Contractor’s expense. Replacement spare parts, replaced by Contractor, shall be new, unused and identical as the original spare part used.

B. Consumables

1. Provide initial fills of consumables including equipment lubricants, resins, chemicals, desiccants, and fuels. Provide subsequent fills if required during Warranty Period if acts or omissions of Contractor cause such consumables to require replacement.

2. Coordinate with Owner for consumables required.

C. Checkout and Starting Systems

1. Coordinate schedule for startup and operation of various equipment and systems with Owner.

2. Notify Owner 7 days before startup of each major piece of equipment or system, including a staffing request for Owner’s operations and maintenance personnel required to adequately and safely support each specific start-up and operation activity.

3. Verify that each system or piece of equipment item has been assembled, constructed, or completed in accordance with the Contract and capable of functioning as intended.

4. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, magnetic center alignment, belt tension, control sequence, or other conditions which may cause damage.
5. Verify that each piece of equipment or system has successfully completed construction testing and cold commissioning, including hydrostatic testing, loop checks, relay checks, calibration, and continuity checks and that all tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

6. Verify wiring and support components for equipment are complete and tested.

7. Execute start up under supervision of responsible manufacturers’ representative or Contractor's personnel in accordance with manufacturers' instructions utilizing Owner’s qualified operations and maintenance staff trained by Contractor.

8. When specified in individual Specification Sections, require manufacturer to provide field representative to be present at Site to inspect, check and approve equipment or system installation before start up, and to supervise placing equipment or system in operation.

D. Adjusting and Balancing

1. Supply necessary equipment, material, construction power, and consumables (except for those provided by Owner) needed to startup and fully test the Work and replenish the same until Substantial Completion is achieved. Contractor may utilize Owner’s operating spare parts, such use requiring timely replacement at Contractor’s expense.

2. Coordinate as required for conduct of independent testing.

3. Perform specified and required adjusting and balancing concurrently to the maximum extent possible on individual equipment and systems and prior to startup and commissioning/performance testing.

E. Startup and Commissioning/Performance Testing

1. Conduct startup and commissioning/performance tests to demonstrate the Work meets the requirements of the Contract Documents, satisfies the Owner’s requirements, and is in accordance with Paragraph 14.04. of the Standard General and Supplementary Conditions, if any. Conduct testing in accordance with individual Specifications and Section 01 91 15 Startup, Commissioning and Testing.

2. Prepare and submit a written startup and commissioning/performance testing procedures no later than 60 days prior to start of testing for review and final test procedures no later than 30 days prior to start of testing. Submit a staffing request for Owner’s operations and maintenance personnel.
3. Calibrate test equipment and instrumentation on Site or provide acceptable certificate of calibration conducted within 30 days of testing.

4. Complete functional testing prior to initiating the startup and commissioning/performance testing as specified.

5. Complete specified startup and commissioning/performance tests prior to Substantial Completion. Owner and Engineer will witness Performance Testing. Notify Owner and Engineer in writing at least 7 days prior to starting any startup and commissioning/performance testing. Coordinate for witnessing of tests by required regulatory representatives.

6. Submit written test reports.

F. Demonstration and Training

1. Provide formal demonstration and training of Owner’s personnel as specified in individual Specifications.

1.04 CLOSEOUT REQUIREMENTS

A. Substantial Completion shall have been achieved when the following has been completed and the requirements of Paragraph 14.04 of the Standard General and Supplementary Conditions, if any, have been met.

1. Work is complete, systems are successfully operating, and final testing has been successfully completed.

2. A full inventory of the spare parts and special tools purchased by the Owner are replenished and in the custody of the Owner.

3. The Site has been restored to the satisfaction of the Owner.

4. An inspection of the Work has been completed by the Engineer and the Owner.

5. An updated Punch List is provided.

6. The Contractor’s written warranty and guarantee has been submitted as required by Paragraph 6.19.D. of the Standard General and Supplementary Conditions, if any.

7. A Certificate of Substantial Completion has been provided in accordance with Paragraph 14.04.C. of the Standard General and Supplementary Conditions, if any.
B. The Contractor shall have sole care, custody, and control of the Work until achievement of Substantial Completion. During the period between Substantial Completion and the date for Final Completion, Contractor shall be given access to correct items on the Punch List and achieve Final Completion.

C. The date of achieving Substantial Completion is the date set forth in the Certificate of Substantial Completion that is accepted and signed by the Owner.

D. Final Completion shall have been achieved when the Work is complete, the requirements of Paragraphs 14.06 and 14.07 of the Standard General and Supplementary Conditions, if any, have been met, and when the following is complete.

1. Substantial Completion has been achieved and liquidated damages for failure to meet Substantial Completion Date have been paid.

2. All Work including Punch List Items has been completed.

3. Final cleaning has been conducted and Contractor equipment and supplies including waste materials have been removed from the Site and legally disposed of.

4. A full set of record documents have been submitted as specified in subparagraph 1.03.C.8 above and Contractor’s written warranty and guarantee has been resubmitted if adjusted.

5. Inspections required by Laws and Regulations are complete. Certificates and permits to occupy and operate have been issued if required.

6. Spare parts, maintenance and extra materials have been delivered in quantities specified to Project Site and stored as directed.

7. A request for final inspection in accordance with Paragraph 14.06 of the Standard General and Supplementary Conditions, if any, has been submitted to the Engineer and the inspection has been completed and the results accepted by the Owner.

8. A Final Application for Payment has been submitted to the Engineer identifying total adjusted Contract Price, previous payments, and balance due along with required documentation in accordance with Paragraph 14.07.A. of the Standard General and Supplementary Conditions, if any.

END OF SECTION
SECTION 01 91 15

STARTUP AND COMMISSIONING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Startup and commissioning of the systems for wastewater and stormwater pump stations.

B. A system is defined as an arrangement of items of equipment, components, piping, wiring, materials, or incidentals so related or connected as to form a functional and operational unit.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.01 SYSTEM STARTUP & DEMONSTRATION REQUIREMENTS

A. Pre-Startup Requirements

1. Prior to startup, undertake the following procedures, in the order listed.

   a. Ensure required written statements and/or guarantees from manufacturers of individual Specification sections comply with Contract Documents. Use a checklist to identify such requirements, by Specification section and submit a copy of completed checklist to the Engineer with manufacturers’ written statements and/or guarantees.

   b. Ensure Work is complete before startup of any unit or system. Certify to Owner that specifically services or respective equipment manufacturers’ representative required by individual Specifications have been performed in accordance with Contract Documents.

   c. Ensure systems are tested hydraulically, mechanically, and electrically. Ensure systems requiring calibration, commissioning, and balancing are fully certified as complete in performance in accordance with Contract Documents. Ensure required tagging, identification, and stenciling is complete.

   d. Schedule startup a minimum of 30 days prior, with written notice issued, but not limited to: Owner, Engineer, Subcontractors, and applicable regulatory agencies.
e. Provide labor, supervision, utilities, chemicals, equipment, tools, materials, vehicles and other items necessary to startup, operate, and demonstrate the system.

f. Provide gauges, meters, recorder and monitors as required by the Engineer to supplement or augment the instrumentation system provided under this Contract to properly demonstrate that equipment fully satisfies the requirements of the Contract Documents. Select specific devices employed for the purpose of measuring the performance of the facility’s equipment and systems to provide a level of certainty consistent with the variables to be monitored. Provide that instruments are recently calibrated, and be prepared to demonstrate, through recalibration, the certainty of instruments employed for testing purposes. Perform calibration procedures per applicable standards of ASTM, ISA and IEEE. The adequacy of gauges, meters, recorders and monitors are subject to review of the Engineer.

g. Provide sign off forms for each item of mechanical, electrical and instrumentation equipment provided or installed and include provisions for recording relevant performance data for original testing, and not less than 3 retests. Provide separate sections on the form to record values for pre-operation checkout, initials of representatives of equipment manufacturers, Contractor and Engineer.

h. Maintain a master file of equipment sign off forms and make available for inspection by the Engineer. Upon completion of equipment testing, submit the original and two copies of the sign off forms for each equipment item.

B. System Startup and Demonstration

1. Startup, operate and demonstrate specified performance of each item of equipment and each system at full operation without interruption of equipment or system or need of adjustment or repair to the satisfaction of the Engineer.

2. During startup of equipment, provide knowledgeable and experienced person(s) to instruct Owner’s designated personnel on the operation and maintenance of each system in addition to services provided by equipment manufacturer’s authorized representative(s) prescribed by individual Specifications. Provide instructions during the startup period in the form of a comprehensive “overview”; do not simply repeat previous operation and maintenance instructions. Provide a minimum of 2 hours of operation and maintenance instructions on each system per the Specifications.

3.02 EQUIPMENT START-UP & PERFORMANCE TEST PROTOCOL

A. Conduct start-up in the following order.
1. Equipment Pre-Start-up Check
2. Equipment Start-up and Performance Testing
3. Manufacturers’ Equipment Testing

B. Equipment Pre-Start-Up

1. Check out each item of equipment in the presence of the Engineer to demonstrate proper installation, functioning and ready for equipment start-up and performance testing.

2. Minimum requirements include, but are not limited to, the following.
   a. Coordinate with electrical and SCADA systems for connections, terminations and controls as required.
   b. Ensure equipment is properly installed, painted, leveled, wired and/or insulated.
   c. Ensure piping is properly installed and valving is properly set.
   d. Ensure piping is cleaned and pressure tested, as required.
   e. Ensure equipment is properly lubricated.
   f. Ensure safety related accessories are properly installed.
   g. Bump or momentarily jog equipment to establish operation and proper rotation.

3. Arrange for equipment manufacturers to be present, or verify that these procedures may be done without the manufacturer’s representatives being present.

C. Equipment Start-up

1. Prior to testing any equipment, obtain written certification from the manufacturer that the equipment is properly installed, calibrated and ready for safe and efficient operation as intended by the Engineer and manufacturer.

2. Thoroughly clean and flush equipment and associated piping, channels, and wetwells prior to start-up and testing of any item of equipment.

3. Start-up and operate each item of equipment, with assistance from the manufacturer’s factory trained service engineer and in the presence of the Engineer, to demonstrate equipment performs according to the requirements of the Specifications to ensure equipment is ready for performance testing.

D. Performance Tests

1. General
   a. Coordinate with electrical and SCADA systems for performance testing.
   b. Make full tests at the Site on each item of equipment after it has been properly installed, started and certified ready for operation to
demonstrate that each item of equipment will operate properly by itself and in conjunction with other facility equipment in accordance with the Specifications.

c. Furnish necessary labor, tools, equipment, power, chemicals and clean water, to perform field tests to determine that the supplied equipment, including controls and alarms, meet hydraulic, electric mechanical and performance requirements in accordance with the Specifications.

d. Repeat incomplete and/or unsuccessful tests to the satisfaction of the Engineer.

2. Pumps

a. Determine maximum pumpage.

b. Ensure pump rate falls on pump curves.

c. Record the following readings on each pump.
   1) Test Flow Rate and TDH during Test
   2) Amperes per phase, at the Test Flow Rate and TDH
   3) Voltage each phase, at the Test Flow Rate and TDH
   4) HP input to motor, at the Test Flow Rate and TDH

d. Determine efficiency of pumping units at test and design conditions.

e. Record maximum ampere and voltage readings of each motor and determine that they compare to the nameplate data.

f. Verify proper operation of valves.

g. Verify pump speed.

3. Process Equipment, Instrumentation, and Controls

a. Calibrate and/or verify calibration and proper operation and function of all process and analytical instruments, and documents results, for the following.
   1) Flow measurement
   2) Indicating controllers
   3) Indicators
   4) Miscellaneous equipment

4. Electrical

a. Verify proper operation and function of electrical equipment and instruments, and document results, for the following.
   1) Variable Frequency Drives

5. SCADA
a. Calibrate and/or verify proper operation and function of all SCADA equipment and document results.

E. Manufacturers’ Training

1. Comply with requirements in Specifications for manufacturers’ training.

2. No training can be conducted until the Owner has received approved manufacturers’ operation & maintenance manuals.

3. Owner will not accept any item of equipment prior to receiving approved manufacturer training for the equipment. This applies only to equipment requiring manufacturers’ training in accordance with the Specifications.

4. Conduct training in addition to and exclusive of start-up and performance testing.

5. Engineer shall approve the completeness of training and provide written verification of manufacturers’ equipment training.

END OF SECTION