

City of Marlborough
DEPARTMENT OF PUBLIC WORKS

135 Neil Street, Marlborough, MA 01752



**Contract Documents and
Specifications for the
Reconstruction of Portions of
Church Street, Greenwood Street and Plymouth Street
CONTRACT ED 2014-18**

Contact Person:

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NOTICE TO BIDDERS

The City of Marlborough, the Awarding Authority, invites sealed bids for the Reconstruction of Portions of Church Street, Greenwood Street and Plymouth Street in Marlborough, Massachusetts, CONTRACT NO. ED 2014-18. The work involves the reclamation and resurfacing of roadways, improvements to drainage, water and sewer infrastructure and replacement of curbing and sidewalks. Estimated Project Value = \$1,462,000.00. All bids for this project are subject to M.G.L., Ch. 30, §39M and Ch. 149, §44A-44J. Bidders are invited to a non-mandatory Pre-Bid Conference at the City's Engineering Division on **Tuesday, June 17, 2014 at 1:00 P.M.** to discuss the work. Further questions can be discussed by contacting the Engineering Division at (508) 624-6910 Extension 7200.

Sealed bids will be received at the Office of the City Engineer, Department of Public Works, Municipal Garage, 135 Neil Street, Marlborough, Massachusetts 01752 Tel. No. (508) 624-6910, Extension 7200 until **9:00 A.M. on Thursday, June 26, 2014** at which time they will be opened and read aloud. Bids submitted after this time will not be accepted. Envelopes containing bids must be plainly marked on the lower left corner as **CONTRACT ED 2014-18 BID PROPOSAL** with the date and time of the bid opening. Specifications, plans and copies of the contract documents to be used must be obtained or may be examined at the Engineering Division of the Department of Public Works, Municipal Garage, 135 Neil Street, Marlborough, MA as of **Thursday, June 12, 2014**. A **non-refundable fee** of \$30.00 in check or money order payable to the City of Marlborough will be required for each set of the Contract Documents. An additional fee of **\$5.00** is to be included in the check or money order if the bid package is to be mailed. Each bid must be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check, issued by a responsible bank or trust company, payable to the City of Marlborough in the amount of 5% of the contract bid price. A Performance and a Labor and Materials Payment Bond, each in the amount of 100% of the contract price, will be required of the successful bidder within ten (10) days of notification of contract award by the City pursuant to M.G.L. Chapter 149, §29. Insurance certificates indicating coverage for public liability, property damage and workman's compensation, in accordance with the contract requirements must be filed with the City by the successful bidder at the time of contract execution.

Workmen's Compensation and condition of employment as amended and other regulations which are included in the bid and contract documents, or any other state construction law or regulation. The Contract must comply with the most current Schedule of Prevailing Wage Rates established by the Massachusetts Department of Labor and Industries for the contract work, a recent list of which is included in the contract documents as provided for by Chapter 149, §26 through 27D as amended.

Equal opportunity and affirmative action in employment shall apply. In accordance with the provisions of EEO and anti-discrimination requirements included in the contract documents, the successful bidder, must agree to a contract obligation that affirms its willingness to maintain on the project a not less than five percent (5%) ratio of minority employee man hours in each job category.

In accordance with the provisions of applicable statutes, laws, rules, regulations, ordinances and the City of Marlborough's Minority and Women's Business Enterprise (MBE/WBE) Program, all qualified contractors will receive consideration without regard to race, age, color, religious creed, gender, handicap, sexual orientation, veteran's status or national origin. The City reserves the right to reject any and all bids or parts thereof, waive any informality and to omit any item or items deemed advisable for the best interests of the public to do so.

CITY OF MARLBOROUGH
DEPT. OF PUBLIC WORKS
BY: Evan Pilachowski, P.E.
City Engineer

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "**Bidder**") by making a bid (hereinafter called "**bid**") represents that:

1.1.1 The Bidder has obtained, read and understands the Contract Documents and the bid is made in accordance therewith.

1.1.2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.1.3. The documents are adequate and that the bidder will produce the required results.

1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted. The City of Marlborough will not be responsible for errors, omissions, or charges for extra work arising from any failure by the Bidder to familiarize itself with the bid/contract documents and existing conditions.

1.3 Each bid submitted in response to the bid documents is subject to all contract terms and conditions included herein, and any contract awarded will incorporate all of these contract terms.

ARTICLE 2 - CONTRACTOR'S CERTIFICATION

2.1. All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. **See Chapter 306 of the Acts of 2004 and M.G.L. c. 30, §39S.**

2.2. The Contractor and all subcontractors on this project will be required to provide certification of this compliance with this requirement in accordance with the provisions of these Contract Documents.

ARTICLE 3 - REQUESTS FOR INTERPRETATION

3.1 Bidders shall promptly notify the City Engineer or designee of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

3.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the City Engineer. The City Engineer will answer such requests if received no later than five (5) business days, excluding Saturdays, Sundays, or holidays, before the date for receipt of the bids.

3.3 Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the City of Marlborough nor the City Engineer will be held accountable for any oral interpretations, corrections, or

changes.

3.4 Addenda will be faxed or emailed by the City Engineer or designee, to every individual or firm on record as having received a set of Contract Documents. It shall be the sole responsibility of the individual or firm to ascertain the existence of any and all addenda issued by the City of Marlborough as the Awarding Authority, whether or not the addenda is presented, faxed or emailed to or received by the Bidder.

3.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Forms and Bid Preparation

Bids shall be submitted on the "**Form for General Bid**".

4.1.1 All entries on the bid form shall be made by **typewriter or in ink**.

4.1.2 Sums shall be expressed in **both words and figures** in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.2 Wage Rates

4.2.1 This Project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and included elsewhere in the bid documents. (M.G.L. c. 149, §§26-27D inclusive, as amended) .

4.2.2 Refer to the wage rates incorporated herein, as attached Appendix C "State Wage Rates"

4.3 Bid Deposits shall be:

4.3.1 at least five percent (5%) of the greatest possible bid amount, considering all alternates;

4.3.2 made payable to the **City of Marlborough**;

4.3.3 conditioned upon faithful performance by the principal of the agreements contained in the bid, and

4.3.4 in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts and satisfactory to the City of Marlborough as the Awarding Authority.

4.3.5 retained until the execution and delivery of the Owner/Contractor Agreement if they represent the bid deposit of one of the three (3) lowest responsible and eligible Bidders or, if no award is made, then at the

expiration of thirty (30) business days after the opening of the bids, Saturday, Sundays, and legal holidays excluded, unless forfeited by failure to sign the contract as hereinafter provided.

4.3.6 All bid bonds shall be retained by the City of Marlborough unless accompanied by a stamped self-addressed envelope.

4.4 Delivery of Bids

4.4.1 General Bids, including the bid deposit, shall be submitted on a form furnished by the City of Marlborough and enclosed in a **sealed envelope** with the following plainly marked on the outside lower left corner:

General Bid for:

- **Name of Project and Contract Number**
- **Bidder's Name, Business Address, and Phone Number**

The City of Marlborough will not be responsible for the premature opening of any sealed bid not properly identified.

4.4.2 Date and time for receipt of bids is set forth in the Advertisement.

4.4.3 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder. Any bid received after the time and date specified will not be considered.

4.4.4 If, at the time of the scheduled bid opening, the designated location for receipt of bids is closed due to uncontrolled events, such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until the time specified in the Advertisement for delivery of bids on the next normal business day. Bids will be accepted until that date and time.

ARTICLE 5 – ALTERNATES, if applicable

5.1 Each Bidder shall acknowledge Alternates in Section C on the Form for General Bid by listing the individual Alternate number and entering the dollar amount of addition or subtraction necessitated by the Alternate listed in the corresponding space.

5.2 Bidders shall enter on the Form for General Bid a single amount for each Alternate which shall represent the amount for work performed by the General Contractor.

5.3 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by listing the individual Alternate number and acknowledge the Alternate by inserting "**No Change**", or "**No Charge**", "**N/C**" or "**0**" in the corresponding space provided for that Alternate.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Before Opening of Bids

6.1.1 Any bid may be withdrawn prior to the time designated for receipt of bids upon written request and received by:

**Office of the City Engineer
Department of Public Works
135 Neil Street
Marlborough, MA 01752**

Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids.

6.1.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.2 After Opening of Bids

6.2.1 Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 8.1, and upon demonstrating, to the satisfaction of the City of Marlborough, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

6.2.2 Bidders may not change the price or any other provision in a manner prejudicial to the interest of the City or to fair competition. If a mistake and the intended bid are clearly evident on the face of the bid, the City of Marlborough may correct the mistake to reflect the intended correct bid and so notify the bidder in writing. The bidder may not withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.

6.3 In the event of a General Bid Withdrawal after Opening of Bids, the City of Marlborough shall consider the bid from next lowest eligible and responsible bidder.

ARTICLE 7 - CONTRACT AWARD

7.1 Award means both the determination and selection of the lowest, responsible and eligible bidder by the City of Marlborough as the Awarding Authority.

7.2 The City of Marlborough will award the contract to the lowest responsible and eligible bidder within sixty (60) calendar days after the opening of bids, unless such time is mutually extended by the City and the apparent low bidder.

7.3 The Contract will be awarded to the lowest responsible and eligible Bidder, judged on the basis of information about the bidder's experience, performance on recent and current projects and appropriate references. The award of contract will be subject to execution of the contract by the Contractor within ten (10) calendar days of the date of notification of the contract award and submission of the bonds required herein from a surety company qualified to do business

under the laws of the Commonwealth and in a form acceptable to the City, and all other documentation required by the contract documents.

7.4 The award of this Contract is subject to the approval of the Mayor and is subject to appropriation. Contracts without Mayor approval shall not be considered valid.

7.5 The City of Marlborough reserves the right to waive any informality in or to reject any or all Bids if it be in the public interest to do so.

7.6 The City of Marlborough also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified, or if bid prices are not reasonable for acceptance without further competition.

7.7 As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, the required manpower and equipment, and integrity necessary for the faithful performance of the work called for in the bid documents, and who meets the requirements for Bidders set forth in M.G.L. c.30 §39M(c) and is not debarred from bidding under M.G.L. c.29 §29F; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

7.8 The City of Marlborough intends to award one contract to the lowest responsible and eligible bidder. No award will be made to any contractor who can not satisfy the City that he/she has sufficient ability and experience in the work to be performed and sufficient capital to enable the Contractor to prosecute and complete the Work successfully within the time specified. The decision or judgment of the City's representative, on behalf of the City of Marlborough as the Awarding Authority, on these matters shall be final, conclusive and binding.

7.9 Evidence of prior experience must be submitted to the City of Marlborough prior to the award of a contract with the successful bidder. The General Contractor that performs the substantive portion of the principal work described in the Specifications must have a documented record of at least five (5) years of reliable performance in similar work, and must submit references to substantiate it is a "responsible and eligible bidder" as defined in **M.G.L. c. 30, §39M** by providing a complete list of all Massachusetts communities for which the company has provided similar services, including contract amounts, names and telephone numbers of contact officials. If bidders experience is less than five (5) years, the bidder shall provide similar information for private sector companies for which the bidder has performed for similar projects.

7.10 The General Bidder must have successfully completed at least one (1) contract for a project similar in scope, size, and complexity to the Work specified herein and must identify a reference for same.

ARTICLE 8 - FORMS REQUIRED FOR CONTRACT APPROVAL

8.1 Upon Award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected Bidder by the City of Marlborough through its Engineering Division. Submit (5) originals of the contract documents per City policy.

8.2 Owner/Contractor Agreement and Form of Corporate Vote.

8.3 Form of Contractor's Equal Employment Certification in accordance with the provisions of the General Conditions.

8.4 Form of Performance Bond and Form of Payment (Labor & Materials) Bond must be submitted in the amount of one hundred percent (100%) of the total contract amount by the General Contractor on the City of Marlborough's form or similar, in accordance with provisions of the General Conditions. **The dates on the bonds must coincide with the contract date, contain the signature of both the Contractor and the Surety, and a current original Power-of-Attorney must be attached to each bond.**

8.4.1 Both the General Bidder and Surety must sign bond with Surety's impressed seal or otherwise be an original. Any such bond must be issued by a surety company licensed by the Commonwealth's Division of Insurance and listed in the most recent United States Treasury Department Circular 570 – Surety Companies Acceptable on Federal Bonds.

8.4.2 Bond must be made out to the City of Marlborough.

8.4.3 Certification of full force and effective must be dated.

8.5 Insurance and Indemnification

8.5.1 Certificates for the General Contractor are required at the time of contract execution and must be submitted in accordance with provisions of the General Conditions. The City of Marlborough must be included as a named additional insured on all liability policies except where prohibited by law.

8.5.2 General Contractors must indicate on special perils insurance or installation floater if stored materials are covered.

8.5.3 The General Contractor shall indemnify from harm to any of its employees, the City's employees or agents of the City and/or their employees or members of the public by providing evidence of personal and vehicular liability, and property damage insurance coverage in the amount specified in Section 28 of the General Conditions.

8.6 Statement of Management on Internal Accounting Controls and a Statement prepared by a CPA expressing an opinion to the state of Management Controls, as required by M.G.L. c.30 §39R. **This applies to all General Contractors with contracts of \$100,000 or more.** Samples are provided in the Contract Document section of the bid documents.

8.7 At time of contract execution, the General Contractor must submit a completed Certificate of Tax Compliance pursuant to M.G.L. Ch. 62, §49A and of Unemployment Payments pursuant to Ch. 151A, §19A.

ARTICLE 9 - CONTRACT VALIDATION

9.1 The Owner-Contractor Agreement shall not be valid until signed by the the Mayor and whose signature has been Attested to by the City Clerk, the Department Head, the Auditor, the Chief Procurement Officer and is Approved as

to Form by the City Solicitor or the Assistant City Solicitor.

9.2 The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the signature of the Mayor.

9.3 Incomplete or unacceptable submissions of forms required by paragraphs 9.2 - 9.8 will delay the validation of the Owner/Contractor Agreement by the Mayor.

ARTICLE 10 – APPLICABLE BID & OTHER LAWS

10.1 The bidding for and award of the contract for this project are subject to and in accordance with the provisions of either or both M.G.L. Ch.30, §39M as amended and M.G.L. Ch. 149, §44A – 44J inclusive.

10.2 The City of Marlborough is subject to the rules and regulations of the Architectural Access Board (521 CMR 1.00 et seq.), if applicable to the project.

10.3 Wherever in the Bid Documents, General Conditions, Contract, Plans or Specifications reference is made to the Massachusetts General Laws it shall be construed to include all amendments thereto effective as of the date of issue of the invitation to bid on the proposed work.

ARTICLE 11 – PERMITS, LICENSES AND FEES

11.1 The City of Marlborough will waive any fees for permits or licenses due to the City of Marlborough.

11.2 The General Contractor is responsible for securing permits and arranging inspections as required pursuant to applicable laws, rules, regulations and ordinances.

ARTICLE 12 – MISCELLANEOUS

12.1 The work will be substantially completed no later than **one hundred twenty (120) calendar days** following receipt by the Contractor of a written Notice to Proceed issued by the City. Liquidated Damages, but not as a penalty, will be assessed at a rate of \$500.00 per calendar day beyond the date indicated.

12.2 No payments will be made for any extra charges such as shipping or delivery.

12.3 The City is exempt from Massachusetts Sales Tax and no bid shall include same. The Contractor may contact the City Auditor at 508-460-3774 for information on what forms are needed to purchase supplies without payment of taxes.

12.4 The specifications within require the performance of all things necessary, proper for or incidental to the provision of services or supplies specified herein. Any services mentioned in these specifications and all things not specified herein, but involved in carrying out their intent and the complete and proper execution of the services are required by these specifications; the Contractor shall perform same as though they were specifically described and mentioned.

12.5 The successful Contractor will not be permitted to assign or underlet the contract, or assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent from the City as provided in the attached contract.

END OF SECTION

**FORM OF GENERAL BID
CITY OF MARLBOROUGH, MASSACHUSETTS**

(CHURCH STREET)

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
102.2	1	TREE TRIMMING _____ DOLLARS AND _____ CENTS LUMP SUM				
120.1	415	UNCLASSIFIED EXCAVATON _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
127.	175	CONCRETE EXCAVATION _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
141.	105	CLASS A TRENCH EXCAVATION _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
142.	250	CLASS B TRENCH EXCAVATION _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
151.01	190	GRAVEL BORROW _____ DOLLARS AND _____ CENTS PER CUBIC YARD				

SUBTOTAL PAGE 1

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
151.22	325	GRAVEL BORROW FOR SIDEWALKS _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
170.	13550	FINE GRADING AND COMPACTING - SUBGRADE AREAS _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
201.5	20	CATCH BASIN (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
202.1	1	MANHOLE _____ DOLLARS AND _____ CENTS EACH				
204.3	2	GUTTER INLET (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
220.2	85	DRAINAGE STRUCTURE REBUILT _____ DOLLARS AND _____ CENTS PER VERTICAL FOOT				
220.3	3	DRAINAGE STRUCTURE CHANGE IN TYPE _____ DOLLARS AND _____ CENTS EACH				
220.5	5	DRAINAGE STRUCTURE REMODELED _____ DOLLARS AND _____ CENTS EACH				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
220.8	14	SANITARY STRUCTURE REMODELED _____ DOLLARS AND _____ CENTS EACH				
222.01	38	FRAME AND GRATE OR COVER (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
223.	23	FRAME AND GRATE OR COVER REMOVED AND RESET _____ DOLLARS AND _____ CENTS EACH				
223.1	36	FRAME AND GRATE OR COVER REMOVED AND STACKED _____ DOLLARS AND _____ CENTS EACH				
224.08	9	8 INCH HOOD _____ DOLLARS AND _____ CENTS EACH				
224.12	13	12 INCH HOOD _____ DOLLARS AND _____ CENTS EACH				
224.18	2	18 INCH HOOD _____ DOLLARS AND _____ CENTS EACH				
238.08	310	8-INCH DUCTILE IRON PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
241.12	570	12-INCH REINFORCED CONCRETE PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
241.18	135	18 IN. REINFORCED CONC. PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
250.08	50	8 INCH P.V.C. SANITARY SEWER PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
272.	130	DRAIN PIPE REMOVED AND DISPOSED _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
347.075	30	3/4 IN. COPPER TUBING-TYPE K _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
376.	4	HYDRANT _____ DOLLARS AND _____ CENTS EACH				
376.3	4	HYDRANT-REMOVED AND STACKED _____ DOLLARS AND _____ CENTS EACH				
403.	9800	RECLAIMED BASE COURSE _____ DOLLARS AND _____ CENTS PER SQUARE YARD				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
440.	13500	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL _____ DOLLARS AND _____ CENTS PER POUND				
460.	2150	HOT MIX ASPHALT (BINDER/TOP) _____ DOLLARS AND _____ CENTS TON				
464.	475	BITUMEN FOR TACK COAT _____ DOLLARS AND _____ CENTS PER GALLON				
472.1	80	CLASS I BIT. CONC. MIXTURE (VARIOUS) _____ DOLLARS AND _____ CENTS TON				
482.2	1200	HOT APPLIED ASPHALT CRACK FILLER _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
482.3	1200	SAWING BITUMINOUS CONCRETE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
482.4	150	SAWING CEMENT CONCRETE CRACKS _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
504.	3085	GRANITE CURB TYPE VA4- STRAIGHT _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
504.1	110	GRANITE CURB TYPE VA4-CURVED _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
509.	350	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
514.	13	GRANITE CURB INLET-STRAIGHT _____ DOLLARS AND _____ CENTS EACH				
580.1	1000	CURB REMOVED, RELOCATED AND RESET _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
645.048	50	48 IN.CH.LK.FEN. (PIPE TOP RAIL)-(LINE POST OPTION) _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
650.036	5	48 IN.CH.LK. GATE WITH GATE POSTS _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
652.048	7	48 IN. CHAIN LINK FENCE END POST _____ DOLLARS AND _____ CENTS EACH				
669.	50	FENCE REMOVED AND STACKED _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
685.	35	FIELD STONE MASONRY IN CEMENT MORTAR _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
691.	25	BALANCE STONE WALL REMOVED AND REBUILT _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
694.	40	TIMBER RETAINING WALL _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
697.1	46	SILT SACK _____ DOLLARS AND _____ CENTS EACH				
701.	2050	CONCRETE SIDEWALK _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
701.1	400	CONCRETE SIDEWALK AT DRIVEWAYS _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
701.2	175	CONCRETE WHEELCHAIR RAMP _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
703.	100	BITUMINOUS CONCRETE DRIVEWAY _____ DOLLARS AND _____ CENTS TON				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
706.	5	BRICK WALK _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
706.1	35	BRICK WALK REMOVED AND RELAID _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
748.1	1	MOBILIZATION (3% MAX OF CHURCH STREET TOTAL BASE BID) _____ DOLLARS AND _____ CENTS LUMP SUM				
751.	220	LOAM BORROW _____ DOLLARS AND _____ CENTS CUBIC YARD				
765.	1600	SEEDING _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
767.6	6	AGED PINE BARK MULCH _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
851.	1	SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS _____ DOLLARS AND _____ CENTS LUMP SUM				
852.	200	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS _____ DOLLARS AND _____ CENTS PER SQUARE FOOT				

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Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
865.2	600	CROSS WALKS & STOP LINES REF. WHITE (EPOXY) _____ DOLLARS AND _____ CENTS PER SQUARE FOOT				
874.13	1	TRAFFIC SIGN REMOVE AND REPLACED _____ DOLLARS AND _____ CENTS EACH				
904.1	15	5000 PSI, 3/4", 705 CEMENT CONCRETE MASONRY _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
999.1	1	POLICE SERVICES <u>TWENTY THOUSAND DOLLARS</u> AND <u>ZERO</u> CENTS ALLOWANCE	20,000	00	20,000	00
999.2	1	CHURCH STREET AS-BUILT DRAWINGS (PER GENERAL CONDITIONS) <u>THREE THOUSAND DOLLARS</u> AND <u>ZERO</u> CENTS ALLOWANCE	3,000	00	3,000	00

SUBTOTAL PAGE 9

SUBTOTAL PAGE 9

SUBTOTAL PAGE 8

SUBTOTAL PAGE 7

SUBTOTAL PAGE 6

SUBTOTAL PAGE 5

SUBTOTAL PAGE 4

SUBTOTAL PAGE 3

SUBTOTAL PAGE 2

SUBTOTAL PAGE 1

(CHURCH STREET)TOTAL BASE BID PRICE

AWARD SHALL BE BASED ON BASE BID

**FORM OF GENERAL BID
CITY OF MARLBOROUGH, MASSACHUSETTS**

(PLYMOUTH STREET)

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
103.	3	TREE REMOVED - DIA. UNDER 24 IN. _____ DOLLARS AND _____ CENTS EACH				
104.	3	TREE REMOVED - DIA. 24 IN. AND OVER _____ DOLLARS AND _____ CENTS EACH				
120.1	25	UNCLASSIFIED EXCAVATON _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
151.01	15	GRAVEL BORROW _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
170.	1360	FINE GRADING AND COMPACTING - SUBGRADE AREAS _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
201.5	2	CATCH BASIN (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				

SUBTOTAL PAGE 1

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
220.5	2	DRAINAGE STRUCTURE REMODELED _____ DOLLARS AND _____ CENTS EACH				
220.8	2	SANITARY STRUCTURE REMODELED _____ DOLLARS AND _____ CENTS EACH				
222.01	6	FRAME AND GRATE OR COVER (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
223.1	4	FRAME AND GRATE OR COVER REMOVED AND STACKED _____ DOLLARS AND _____ CENTS EACH				
224.08	2	8" HOOD _____ DOLLARS AND _____ CENTS EACH				
238.08	50	8-INCH DUCTILE IRON PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
250.06	40	6 INCH P.V.C. SANITARY SEWER PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
376.	1	HYDRANT _____ DOLLARS AND _____ CENTS EACH				

SUBTOTAL PAGE 2

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
376.3	1	HYDRANT - REMOVED AND STACKED _____ DOLLARS AND _____ CENTS EACH				
403.	1250	RECLAIMED BASE COURSE _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
440.	1850	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL _____ DOLLARS AND _____ CENTS PER POUND				
460.	275	HOT MIX ASPHALT _____ DOLLARS AND _____ CENTS TON				
464.	55	BITUMEN FOR TACK COAT _____ DOLLARS AND _____ CENTS PER GALLON				
470.2	600	CLASS I BIT. CONC. BERM-TYPE A (MODIFIED) _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
482.2	275	HOT APPLIED ASPHALT CRACK FILLER _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
482.3	200	SAWING BITUMINOUS CONCRETE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				

SUBTOTAL PAGE 3

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
697.1	3	SILT SACK _____ DOLLARS AND _____ CENTS EACH				
703.	24	BITUMINOUS CONCRETE DRIVEWAY _____ DOLLARS AND _____ CENTS TON				
706.1	5	BRICK WALK REMOVED AND RELAID _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
715.	1	RURAL MAILBOX REMOVED AND RESET _____ DOLLARS AND _____ CENTS EACH				
748.1	1	MOBILIZATION (3% MAX OF CHURCH STREET TOTAL BASE BID) _____ DOLLARS AND _____ CENTS LUMP SUM				
751.	60	LOAM BORROW _____ DOLLARS AND _____ CENTS CUBIC YARD				
765.	300	SEEDING _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
772.058	5	ARBORVITAE - EMERALD GREEN 5-6 FEET _____ DOLLARS AND _____ CENTS EACH				

SUBTOTAL PAGE 4

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
851.	1	SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS _____ DOLLARS AND _____ CENTS LUMP SUM				
852.	10	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS _____ DOLLARS AND _____ CENTS PER SQUARE FOOT				
999.1	1	POLICE SERVICES <u>FOUR THOUSAND DOLLARS</u> AND <u>ZERO</u> CENTS ALLOWANCE	4,000	00	3,000	00
999.2	1	PLYMOUTH STREET AS-BUILT DRAWINGS <u>THREE THOUSAND DOLLARS</u> AND <u>ZERO</u> CENTS ALLOWANCE	3,000	00	3,000	00

SUBTOTAL PAGE 5

SUBTOTAL PAGE 5

SUBTOTAL PAGE 4

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SUBTOTAL PAGE 2

SUBTOTAL PAGE 1

(PLYMOUTH STREET)TOTAL BASE BID PRICE

AWARD SHALL BE BASED ON BASE BID

FORM OF GENERAL BID

**FORM OF GENERAL BID
CITY OF MARLBOROUGH, MASSACHUSETTS**

(GREENWOOD STREET)

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
103.	1	TREE REMOVED - DIA. UNDER 24 IN. _____ DOLLARS AND _____ CENTS EACH				
120.1	250	UNCLASSIFIED EXCAVATON _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
127.	15	CONCRETE EXCAVATION _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
142.	550	CLASS B TRENCH EXCAVATION _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
151.01	175	GRAVEL BORROW _____ DOLLARS AND _____ CENTS PER CUBIC YARD				
151.22	30	GRAVEL BORROW FOR SIDEWALK _____ DOLLARS AND _____ CENTS PER CUBIC YARD				

SUBTOTAL PAGE 1

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
170.	3460	FINE GRADING AND COMPACTING - SUBGRADE AREAS _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
201.5	8	CATCH BASIN (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
210.	3	SANITARY SEWER MANHOLE (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
210.02	3	SANITARY SEWER MANHOLE - REMOVE AND STACK _____ DOLLARS AND _____ CENTS EACH				
220.2	8	DRAINAGE STRUCTURE REBUILT _____ DOLLARS AND _____ CENTS PER VERTICAL FOOT				
220.8	1	SANITARY STRUCTURE REMODELED _____ DOLLARS AND _____ CENTS EACH				
222.01	6	FRAME AND GRATE OR COVER (MUNICIPAL STANDARD) _____ DOLLARS AND _____ CENTS EACH				
223.	5	FRAME AND GRATE OR COVER REMOVED AND RESET _____ DOLLARS AND _____ CENTS EACH				

SUBTOTAL PAGE 2

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
223.1	6	FRAME AND GRATE OR COVER REMOVED AND STACKED _____ DOLLARS AND _____ CENTS EACH				
224.12	7	12 INCH HOOD _____ DOLLARS AND _____ CENTS EACH				
224.15	1	15 INCH HOOD _____ DOLLARS AND _____ CENTS EACH				
241.12	715	12-INCH REINFORCED CONCRETE PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
241.15	110	15 IN. REINFORCED CONC. PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
247.081	16	8x8x6 P.V.C. "Y" _____ DOLLARS AND _____ CENTS EACH				
250.08	700	8 INCH P.V.C. SANITARY SEWER PIPE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
265.06	20	6 INCH PIPE SUBDRAIN - OPTION _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				

SUBTOTAL PAGE 3

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
347.075	200	3/4 IN. COPPER TUBING-TYPE K _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
376.	1	HYDRANT _____ DOLLARS AND _____ CENTS EACH				
376.3	1	HYDRANT - REMOVED AND STACKED _____ DOLLARS AND _____ CENTS EACH				
403.	3000	RECLAIMED BASE COURSE _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
440.	4090	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL _____ DOLLARS AND _____ CENTS PER POUND				
460.	675	HOT MIX ASPHALT BINDER & TOP COURSE _____ DOLLARS AND _____ CENTS TON				
464.	140	BITUMEN FOR TACK COAT _____ DOLLARS AND _____ CENTS PER GALLON				
472.1	125	CLASS I BIT. CONC. MIXTURE (VARIOUS) _____ DOLLARS AND _____ CENTS TON				

SUBTOTAL PAGE 4

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
482.2	250	HOT APPLIED ASPHALT CRACK FILLER _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
482.3	500	SAWING BITUMINOUS CONCRETE _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
482.4	315	SAWING CEMENT CONCRETE CRACKS _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
470.2	350	CLASS I BIT. CONC. BERM-TYPE A (MODIFIED) _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
570.3	175	BITUMINOUS CONCRETE CURB - TYPE 3 _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
580.	10	CURB REMOVED AND RESET _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
670.	10	FENCE REMOVED AND RESET _____ DOLLARS AND _____ CENTS PER LINEAR FOOT				
697.1	15	SILT SACK _____ DOLLARS AND _____ CENTS EACH				

SUBTOTAL PAGE 5

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
701.	100	CONCRETE SIDEWALK _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
701.1	20	CONCRETE SIDEWALK AT DRIVEWAYS _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
702.	30	BITUMINOUS CONCRETE WALK SURFACE _____ DOLLARS AND _____ CENTS TON				
703.	40	BITUMINOUS CONCRETE DRIVEWAY _____ DOLLARS AND _____ CENTS TON				
706.1	10	BRICK WALK REMOVED AND RELAID _____ DOLLARS AND _____ CENTS PER SQUARE YARD				
748.1	1	MOBILIZATION (3% MAX OF GREENWOOD ST TOTAL BASE BID) _____ DOLLARS AND _____ CENTS LUMP SUM				
751.	30	LOAM BORROW _____ DOLLARS AND _____ CENTS CUBIC YARD				
765.	200	SEEDING _____ DOLLARS AND _____ CENTS PER SQUARE YARD				

SUBTOTAL PAGE 6

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
776.836	1	MAPLE - SUGAR 2-2.5 INCHES CALIPER _____ DOLLARS AND _____ CENTS EACH				
851.	1	SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS _____ DOLLARS AND _____ CENTS LUMP SUM				
852.	40	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS _____ DOLLARS AND _____ CENTS PER SQUARE FOOT				
865.2	90	CROSS WALKS & STOPLINES REFL. WHITE (EPOXY) _____ DOLLARS AND _____ CENTS PER SQUARE FOOT				
999.1	1	POLICE SERVICES <u>TEN THOUSAND DOLLARS</u> AND <u>ZERO CENTS</u> ALLOWANCE	10,000	00	10,000	00
999.2	1	GREENWOOD STREET AS-BUILT DRAWINGS <u>THREE THOUSAND DOLLARS</u> AND <u>ZERO CENTS</u> ALLOWANCE	3,000	00	3,000	00

SUBTOTAL PAGE 7

SUBTOTAL PAGE 7

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SUBTOTAL PAGE 1

(GREENWOOD STREET)TOTAL BASE BID PRICE

AWARD SHALL BE BASED ON BASE BID

(CHURCH STREET) TOTAL BASE BID PRICE

(PLYMOUTH STREET) TOTAL BASE BID PRICE

TOTAL BASE BID PRICE

ALTERNATE 1

(GREENWOOD STREET) TOTAL BASE BID PRICE

TOTAL BASE BID PRICE WITH ALTERNATE 1

AWARD SHALL BE BASED ON BASE BID

CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752-3812



FORM FOR GENERAL BID

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for the **Reconstruction of Portions of Church Street, Greenwood Street and Plymouth Street, Contract ED 2014-18** in Marlborough, Massachusetts, in accordance with the accompanying plans and Specifications prepared by **City Engineer, Department of Public Works- Engineering Division, 135 Neil Street, Marlborough, MA 01752** for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. The proposed contract price is:

_____ dollars \$ _____.
(total bid in words) (figures)

The Total Bid Price includes Items 102.2 through 999.1 (based bid only).

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

(Each Alternate shall be listed separately. Repeat preceding line for each alternate.)

D. The undersigned agrees that, if selected as general contractor, we will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after written notification thereof by the Awarding Authority of a contract award and presentation thereof for signature, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent (100%) of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable (effective August 8, 2008). Should the undersigned fail to fulfill any of the stipulations as hereinbefore set forth, the City shall have the right to retain as liquidated damages the amount of the bid security, which shall become the City's property. If the bid bond was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the City by the Surety.

The undersigned hereby certifies, in accordance with M.G.L. c. 30, §39M(c), as amended, and any other State and Federal Labor standards and regulations, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (effective July 1, 2006); and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A (44A) of Chapter 149.

The undersigned hereby agrees that they will not withdraw their bid within sixty (60) consecutive calendar days after the actual date of the opening of the Bids.

F. The undersigned further certifies under the penalty of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth including:

- individuals and firms suspended or debarred by the Division of Capital Asset Management pursuant to M.G.L. c.29, § 29F and M.G.L. c.149, § 44C
- and does not include individuals or firms suspended or debarred by the Massachusetts Department of Transportation or any other agency of the Commonwealth of Massachusetts with authority to suspend or debar under M.G.L. c.29, § 29F or M.G.L. c.30, § 39R
- This list also does not include individuals or firms suspended or debarred by the Massachusetts Office of Attorney General pursuant to M.G.L. c.149, § 27C and M.G.L. c.149, § 148B
- the Massachusetts Division of Industrial Accidents pursuant to M.G.L. c.152, § 25C
- The United States Government on the list of contractors suspended or debarred by federal agencies net at <http://epls.arnet.gov>.

or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G. The undersigned offers the following information as evidence of the contractor’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 for _____ years.
2. Ever failed to complete any work awarded? _____ If yes, please explain on separate sheet.
3. List all open recent contracts (public and private) with the names of awarding authority/owner on which you served as contractor or subcontractor for work of similar character as required for the above-named project. Attach supplemental sheet to provide a complete list.

Project Description Awarding Authority	Architect/Engineer or Other Contact Name & Number	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

4. **Bank Reference:** _____

Date _____

(Company Name of General Bidder)

By _____
(Signature of Bidder)

Print Name & Title of Person Signing Bid)

(Business Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Email

INSERT BID TABS FROM EXCEL SPREADSHEET

BIDDERS INFORMATION SHEET

The following information is furnished by the bidder for the information of the City of Marlborough as the Awarding Authority.

1. Furnish the following information regarding the Bidder:

A. If an Individual or Proprietorship:

Name _____ Residence _____

If doing business under a firm name:

Name of firm _____

Business Address _____

Name of Individual _____ Residence _____

B. If a partnership: (Name of all partners)

Name of partner _____ Residence _____

Name of partner _____ Residence _____

C. Corporation:

Full Legal Name: _____

Incorporated in what State _____

Principal Place of Business _____

Place of Business in Massachusetts _____

President _____ Treasurer _____

Secretary _____

D. **If a foreign corporation**, are you registered to do business in Massachusetts?

Yes []

NO []

If selected for this work you are required under M.G.L. c30 §39L to obtain from the Secretary of State, Foreign Corporation Section, State House, Boston, MA, a certificate stating that your corporation is registered; and furnish said certificate to the City of Marlborough as the Awarding Authority prior to execution of a contract.

2. Furnish the following information regarding the Surety Company to be used by Bidder:

Full Legal Name _____

State of Incorporation _____

Principal Place of Business _____

Licensed to do Business in Massachusetts: Yes [] No []

Name & Contact Number of local agent:

STATEMENT OF BIDDER'S QUALIFICATIONS
(to be completed for contracts not requiring MassDOT pre-qualification)

(All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for further details.)

1. Name of Bidder _____
2. Permanent Main Office Address _____
Street and No. _____
Owners or Town _____
State and Zip Code _____
3. When Organized: _____
4. When Incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm name? _____
6. General character of work performed by your company:

7. Have you ever failed to compete any work awarded to you: Yes [] No []
If so, where and why:

8. Have you ever defaulted on a contract? Yes [] No []
9. Have the principal Owners of your company ever failed to complete a contract or been defaulted while engaged in a similar type of business under a different name or different business entity?

If so, attach a separate statement describing the situation in full.
10. Will you, if requested, furnish a detailed financial statement and any other such information to the Awarding Authority?

Yes [] No []

11. List the more important work completed by your company within the past ten years, stating the approximate cost for each and the month and year completed.

12. List your major equipment available for this contract:

13. List your experience in construction work similar in scope and importance to this project:

14. List your contracts on hand, showing gross amount of each contract and the approximate anticipated date of completion.

15. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Awarding Authority in verification of the statements contained in this Statement of Bidder's Experience.

Dated this _____ day of _____, 2014.

(Name of Bidder)

By: _____
(Signature)

(Title)

SEAL

(Notary Public)

(My Commission Expires)

FORM FOR GENERAL BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principals, and
(insert name of bidder)

_____, As Surety, are hereby
(insert name of surety)

held and firmly bound unto the City of Marlborough, MA in the sum of \$_____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the City of Marlborough, MA a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing hereinafter referred to as the "AGREEMENT" and/or "Contract," for the **Reconstruction of Portions of Church Street, Greenwood Street and Plymouth Street - Contract ED 2014-18.**

NOW THEREFORE,

- (a) If said bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payments for labor and materials, furnished for the performance of the AGREEMENT and/or Contract,

then this obligating shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligations.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which said bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the _____ day of _____, 2014

(SEAL) _____
(Name of Principal)
By: _____

(SEAL) _____
(Name of Surety)
By: _____

Sealed and delivered in the presence of

CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752-3812



REQUIRED CERTIFICATIONS

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND WITH UNEMPLOYMENT
COMPENSATION CONTRIBUTION REQUIREMENTS**

Pursuant to M.G.L. Chapter 62C, §49A and M.G.L. Chapter 151A, §19A, I,

authorized signatory for _____

whose principal place of business is at:

do hereby certify under penalties of perjury that the above business organization has filed all state tax returns, paid all taxes as required by law is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholdings and remitting child support and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is:

Signed under the penalties of perjury the _____ day of 2014.

Signature: _____

Name and Title: _____

CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS
01752-3812



PUBLIC WORKS CONSTRUCTION CHAPTER 30, SECTION 39M

AGREEMENT AND CONTRACT DOCUMENTS

BETWEEN the Owner: **City of Marlborough**
 140 Main Street
 Marlborough, MA 01752-3812

and the Contractor:

The Project is: **Reconstruction of Portions of Church
Street, Greenwood Street and Plymouth
Street - Contract ED 2014-18**

The Designer is: **Engineering Division**
 135 Neil Street
 Marlborough, MA 01752

City Clerk Contractor Legal /CPO Department Auditor

CITY OF MARLBOROUGH



OWNER-CONTRACTOR AGREEMENT

This agreement made on this ___ day of _____, 2014 by and between the City of Marlborough as the awarding authority, a municipal corporation within said County of Middlesex and having a usual place of business at 140 Main Street, Marlborough, MA 01752, (hereinafter called the "City"), as represented by the MAYOR acting for and in behalf of the City of Marlborough who signs these presents in his official capacity, and incurs no liability in his individual capacity and _____, a corporation, partnership, individual organized under the laws of _____ and having a usual place of business at _____ (hereinafter called the "Contractor").

WITNESSETH, that the City and the Contractor, for the Consideration hereinunder named, agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall, pursuant to this Agreement, perform all Work required by the Contract Documents for the Reconstruction of Portions of Church Street, Greenwood Street and Plymouth Street, Contract ED 2014-18 (hereinafter called the "Project") in the City of Marlborough, Massachusetts, and to accomplish any and all work incidental thereto in accordance with the plans and specifications prepared by the Department of Public Works - Engineering Division dated June 12, 2014 and addenda numbers ___ to ___ attached hereto as prepared by the City.

ARTICLE 2. TIME FOR COMPLETION/LIQUIDATED DAMAGES:

2.1 Time is of the essence for this Agreement. The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within **one hundred twenty (120) calendar days** of said date.

2.2 Liquidated damages, but not as penalty, will be assessed at a rate of Five Hundred Dollars (\$500.00) per calendar day beyond the date indicated in the event of a breach of contract.

ARTICLE 3. CONTRACT SUM: The City shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

_____ Dollars (\$_____)
CONTRACT SUM IN WORDS

Unit prices are referenced in the Form for General Bid, Section C per the Schedule of Unit Pricing Estimate Form(s), which are incorporated and attached hereto.

ARTICLE 4. The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate(s) _____ and _____.

ARTICLE 5. NOTICE:

5.1 Wherever in this Agreement the Contractor is to give or receive a notice, (_____) shall be the Contractor's agent for such purpose. ***name to be inserted***

5.2 Wherever in the Contract Documents the City is to give or receive a notice, **City Engineer, Department of Public Works, 135 Neil Street, Marlborough, MA 01752** shall be the City's agent for such purpose.

ARTICLE 6. CONTRACTING OFFICERS (MGL c. 43, §29 & c. 44, §31C): Wherever used in this Agreement, the term "Contracting Officers" shall mean the City Officials so designated below, or the individual duly appointed by him/her for the performance of any of his/her functions or responsibilities under this Contract. The work performed hereunder shall be carried out under the direction and subject to the approval and acceptance of the Mayor, Department Head and City Auditor (hereinafter called the Contracting Officers).

ARTICLE 7. THE CONTRACT DOCUMENTS:

7.1 The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein (hereinafter collectively referred to as "the Contract Documents"): Advertisement, Notice to Contractors; Instructions to Bidders, Bidding Documents; Contract Forms; General Conditions of the Contract; Specifications, Drawings, Addenda; Special Conditions, if any; Supplementary Conditions, if any, and Appendices as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the General Conditions of Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Agreement and any of the other Contract Documents, the provisions of this Agreement shall prevail. In the event of any conflict or inconsistency between this Agreement, the Contract Documents and any applicable state law, the applicable statutory provisions shall prevail.

ARTICLE 8. CERTIFICATIONS: The Contractor shall certify prior to executing this Agreement, Tax Compliance pursuant to M.G.L. c. 62C, §49A, as amended, and payment of Unemployment Contributions pursuant to M.G.L. c. 151A, §19A, as amended.

Article 9. Worker Documentation Certification: In accordance with MGL c. 149, § 19C, the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this Agreement; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Article 10. Conflict of Interest: The Contractor warrants, that he/she or his/her employees, agents, officers, directors or trustees have not offered or attempted to offer anything of value to any employee of the City in connection with the award of the Contract. The Contractor further warrants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of the Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority. Violation of this Article shall be material breach of this Agreement, subjecting the Contractor to sanctions, including but not limited to withholding payments or termination without regard to any enforcement activities undertaken or completed by any enforcement agency.

Article 11. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Article 12. Validation: This Agreement will not be valid until signed by the Mayor.

IN WITNESS WHEREOF, the Contractor and the City have caused this instrument to be executed under seal on the day and year first above written.

**FOR THE CONTRACTOR
BY:**

By: _____
Title: _____
Date: _____

[This name for the contractor should match the name on the Certificate of Vote form, if corporation.]

ATTEST:

By: _____
Title: _____

APPROVED AS TO FORM BY LEGAL COUNSEL:

By: Donald V. Rider, Jr.
Title: City Solicitor

By: Cynthia Panagore Griffin
Title: Assistant City Solicitor

**FOR THE CITY OF MARLBOROUGH
BY:**

By: Arthur G. Vigeant
Title: Mayor
Date: _____

ATTEST:

By: Lisa M. Thomas/Steven W. Kerrigan
Title: City Clerk/Asst. City Clerk

DEPARTMENT HEAD:

By: John L. Ghiloni
Title: Commissioner of Public Works

CERTIFICATION PURSUANT TO CHAPTER 44, § 31C AS TO SUFFICIENCY OF FUNDS AND AUTHORIZATION FOR MAYOR TO EXECUTE CONTRACT:

By: Diane Smith
Title: City Auditor
Purchase Req./P.O.#: _____

CERTIFICATION AS TO PROCUREMENT LAW:

By: Beverly J. Sleeper, MCPPO
Title: Chief Procurement Officer
Or Designated Procurement Office

Procurement Law: _____
Contract/File #: _____

CERTIFICATE OF VOTE OF AUTHORIZATION

I, _____, Clerk of _____ hereby
certify that, at a

meeting of the Board of Directors of said Corporation duly held on _____
which date is earlier than the contract to which this certificate is incorporated by reference, at
which a quorum was present and voting throughout, the following vote was duly passed and is
now in full force and effect:

"Voted: That _____ be and hereby is authorized,
directed and (Name of Officer authorized to sign for Corporation)
empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate
seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of
any such contract, bond or obligation

by such (Name of Officer) _____ to be valid and
binding upon this Corporation for all purposes, and that a certificate of the Clerk of this
Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote
shall remain in full force and effect unless and until the same has been altered, amended or
revoked by a subsequent vote of such directors and a certificate of such later vote attested by
the Clerk of this Corporation is delivered to the Awarding Authority."

I, further certify that (NAME OF
OFFICER) _____

is the duly-elected (TITLE) _____ of said
corporation.

► **Signed:** _____
CLERK-SECRETARY

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

► **Countersignature:** _____
(Name and Title of Officer)

In the event that the Clerk or Secretary is the same person as the Officer authorized to
sign that contract or other instrument for the Corporation, this Certificate must be counter signed
by another officer of the Corporation.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,as **Principal**,
(hereinafter called Contractor), and
as **Surety**, (hereinafter called Surety), are held and firmly bound unto the **City of Marlborough**,
as **Obligee**, (hereinafter called City), in the sum of
dollars (\$.....) lawful money of the United States of America, to be paid to the
Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the **Contractor** has by a written agreement with the **City** dated entered into a
Contract with the City for the project of
In Marlborough, Massachusetts which contract is by reference made a part hereof, and is hereinafter referred to as
the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if **Contractor** and all
Subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or
employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes
or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations,
extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items
set out in, and to be subject to, provisions of Massachusetts General Laws Chapter 30, §39A, and Chapter 149, §29,
as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the **Contractor**, or in the event that the **City**, under the
provisions of said contract terminates the employment of the Contractor or the authority of the Contractor to
continue work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the Obligee, take
such action as is necessary to complete said contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this Day of, 2014.

PRINCIPAL _____ **SURETY** _____

By: _____
(Name of Contractor)

By: _____
Attorney-in-Fact

Attest: _____

Attest: _____

Countersigned Massachusetts Resident Agent –

By:

Surety Agent Address

.....

Surety Agent Phone Number

.....

PAYMENT BOND

LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS:

That we, as **Principal**,
(hereinafter called Contractor), and as **Surety**,
(hereinafter called Surety), are held and firmly bound unto the **City of Marlborough**, as **Obligee**, (hereinafter called
City), in the sum of
dollars (\$.....) lawful money of the United States of America, to be paid to the
City, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said **Contractor** has by written agreement dated
entered into a Contract with the City for the project of in
Marlborough Massachusetts which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the **Contractor** and all
subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or
employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes
or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations,
extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items
set out in, and to be subject to, provisions of Massachusetts General Laws Chapter 30, §39A, and Chapter 149, §29,
as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of, 2014.

PRINCIPAL _____ **SURETY** _____

By: _____
(Name of Contractor)

By: _____
Attorney-in-Fact

Attest: _____

Attest: _____

Countersigned Massachusetts Resident Agent –

By:

Surety Agent Address

.....

Surety Agent Phone Number

.....

(General Contractor)
REQUIRED FOR CONTRACTS WITH A VALUE OF \$100,000 OR MORE

SAMPLE

TO BE SUBMITTED ON C.P.A.'S LETTERHEAD

SAMPLE LETTER FROM CPA REGARDING CONTRACTOR ACCOUNTING CONTROLS

DATE:

City of Marlborough – Department of Public Works
Evan Pilachowski, P.E. - City Engineer
135 Neil Street
Marlborough MA 01752

RE: Contract ED 2014-18

Dear Mr. Pilachowski,

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the general contractor, NAME OF GENERAL CONTRACTOR, in connection with the above-captioned project. This statement is required under M.G.L. Ch. 30, § 39R. In our opinion, representations of management are consistent with our evolutions of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions as assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(C.P.A.)

REQUIRED FOR CONTRACTS WITH A VALUE OF \$100,000 OR MORE

SAMPLE

TO BE SUBMITTED ON CONTRACTOR'S LETTERHEAD

SAMPLE LETTER FROM CONTRACTOR REGARDING ACCOUNTING CONTROLS

DATE:

City of Marlborough – Department of Public Works
Evan Pilachowski, P.E. - City Engineer
135 Neil Street
Marlborough MA 01752

RE: Contract ED 2014-18

Dear Mr. Pilachowski,

This letter is being submitted pursuant to M.G.L. Ch. 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,

FORM OF CONTRACTOR'S EQUAL EMPLOYMENT CERTIFICATION
City of Marlborough
Department of Public Works – Engineering Division

This form must be completed and submitted by the Contractor prior to the signing of the Owner-Contractor Agreement.

This certifies that:

Contractor

Street Address

City/State/Zip Code

1. Intends to use the following listed construction trades in the work under this contract:

2. Will comply with the minority manpower ratio and specific affirmative action steps contained in The Contract Documents; and

3. Will obtain similar certifications from each of its subcontractors and submit to the Owner prior to the award of any subcontract under this contract the subcontractor's certification.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR

NAME AND TITLE

DATE

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GENERAL CONDITIONS

1. Funding Source

Where contract undertakings of the City are funded, in whole or in part, by any state or federal agency, the City shall have the right to delegate any or all of its rights and responsibilities under this contract to said agencies.

2. Definitions

- 2.1 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 2.2 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 2.3 Bidder - Any person, firm or corporation submitting a Bid for the Work.
- 2.4 Bonds - Bid, Performance and Payment Bonds, and other instruments of security, furnished by the Contractor and/or its Surety, in accordance with the Contract Documents.
- 2.5 Change Order - A written order to the Contractor executed by both parties authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 2.6 Contract Documents - The Contract, including but not limited to, Notice to Bidders, Instruction to Bidders, Form for General Bid, Certification of Bidder Regarding Equal Employment Opportunity, Form of Owner/Contractor Agreement, Form of Corporate Vote, Performance Bond, Payment Bond, Form of Contractor's Statement of Management, Form of CPA's Statement of Contractor's Accounting Controls, Form of Contractor's Equal Employment Certification, General Conditions, Special Conditions, General Contractor's Guarantee Form, Specifications, Appendices, Change Orders, Plans and Addenda.
- 2.7 Contract Price - The total moneys payable to the Contractor under the terms of conditions of the Contract Documents.
- 2.8 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 2.9 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement.

- 2.10 Drawings - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 2.11 Engineer - The City Engineer, designee, individual or firm authorized by the Owner to prepare and review the technical specifications and drawings which the Contractor shall follow in performing the Work.
- 2.12 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price, or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 2.13 Notice of Award - The written notice from the Owner to the successful Bidder of acceptance of the Bid.
- 2.14 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing it to proceed with the Work and establishing a date of commencement and completion of the Work.
- 2.15 Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual with whom the Contractor has executed the Agreement, and for whom the Work is to be performed,
- 2.16 Plans - The Contract Drawings, or exact reproductions thereof, which show the scope, character, dimensions and details of the Work, and which have been prepared or approved by the Engineer.
- 2.17 Project - The undertaking to be performed as provided in the Contract Documents.
- 2.18 Project Representative - The duly authorized representative of the Owner.
- 2.19 Resident Project Engineer - The representative of the Owner who is assigned to the Project site or any part thereof and reports to Project Representative. Resident Project Engineer shall have no authority to bind the Owner to expend funds in excess of appropriated funds, or to modify the specifications, or to suspend or terminate the work.
- 2.20 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 2.21 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, basis of payment and workmanship.

- 2.22 Special Conditions or Provisions - Revisions or additions to the General Conditions, Supplemental General Conditions or Specifications applicable to an individual project.
- 2.23 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part or whole of the Work at the site.
- 2.24 Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 2.25 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 2.26 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

3. Contract Plans and Specifications

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

The Drawings, Specifications and other documents prepared by the City's Engineering Division, and copies thereof furnished to the Contractor, are for the use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without specific written consent of the Engineer.

4. Additional Instructions and Detail Drawings

The Owner may in its discretion provide the Contractor with additional instructions and detail drawings as necessary to carry out the work included in the contract, and the Contractor shall carry out the work in accordance with the same. The Contractor shall prepare for approval by the Engineer: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

5. Shop or Setting Drawings

The Contractor shall submit promptly to the Engineer three (3) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with three (3) corrected copies. The Contractor shall furnish additional copies as requested by the Engineer. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless Contractor notifies the Engineer in writing of any deviations at the time such drawings are furnished.

6. Materials, Services and Facilities

- 6.1 Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 6.2 Materials and Equipment to be installed as part of the Contract (both or either of which are hereinafter referred to as “Materials”) shall be new, unused, of recent manufacture, assembled and used in accordance with best construction practices.
- 6.3 Materials specified by reference to the number or symbol of a specific standard (such as A.S.T.M. Standard, a Federal Specification or other similar standard), shall comply with requirements of the most recent revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as may be modified by the Contract Documents, shall have full force and effect as though printed therein.
- 6.4 When requested by the Engineer, the Contractor shall submit Certificates of Compliance from the manufacturer, certifying that the equipment materials comply with the requirements of the specifications or standards. Such certification shall be in the following form:

(sample - on manufacturer's letterhead)
CERTIFICATE OF COMPLIANCE
- (manufactured or fabricated materials) -

Date: _____, 2014

This certifies that _____
(description, kind of material, Model No., etc.)

Furnished to _____
(name of contractor, general or sub)

For use on _____
(project name)

In the amount of _____
(quantity represented)

Identified by _____

Shipped on _____, 2014, Delivered on _____, 2014

Shipped via _____
(method of shipment, Car No., Truck No.)

Meets the requirements of the pertinent project plans, special conditions and specifications of the subject project in all respects. Processing, product testing and inspection control of raw material are in conformance with all applicable specifications, drawings and/or standards of all articles furnished.

All records and documents pertinent to this Certificate and not submitted herewith shall be maintained available by the undersigned for a period of not less than three years from the date of the Certificate.

(name of manufacturer)

By: _____
(name and title of authorized signatory)

7. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

The Contractor shall obtain all necessary rights and licenses to allow the Owner to use the goods and services provided by this Agreement in full compliance with any and all copyright, patent rights or licenses, without requiring additional payment by the Owner.

8. Title to Work

The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner.

9. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to inspection and testing by the Owner, or its designee, in accordance with accepted standards to establish conformance with specifications and suitability for uses intended. Nevertheless, said inspection and/or testing, or a lack thereof, shall not relieve the Contractor of its obligations under the terms and conditions of the Contract Documents.

The City shall, at all times and places have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, contract, book of account, and other relevant data and records.

After receiving written notice that certain work or construction is improper, unsafe or defective or in any way fails to conform to the Contract, the Contractor shall forthwith remove such unsafe, improper or defective work and reconstruct the same in a manner satisfactory to the Engineer. Upon failure of the Contractor to remedy the work after being so notified, the Engineer may cause such defective work to be remedied or replaced and the City may deduct the cost thereof from any moneys due or to become due the Contractor.

If any work is covered up without approval of the City, it, must, if requested by the City, be uncovered at the expense of the Contractor. Should the City consider it necessary or advisable, at any time before final acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of uncovering and replacement shall be covered by an appropriate Change Order adjusting the Contract amount accordingly.

10. Express Warranty

The Contractor guarantees to Owner that all materials incorporated into the work shall be new unless otherwise specified or agreed by the Parties. Contractor also guarantees that all work shall be done in a workmanlike manner, free from defects, and in conformance with any and all specifications contained in the Contract Documents.

The work performed by the Contractor shall conform to the high professional standard of care and practice customarily expected of those engaged in performing comparable work, the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.

The Contractor shall promptly remedy any defects due to faulty materials or workmanship and pay for any damage to the work resulting there from which shall appear within a period of one year from the date of the City's use or occupancy of the project as a whole. In the event that the project is scheduled to be completed in specific groups or portions, or the City, at its election, accepts groups or portions of the project for use or occupancy, then the warranty period for such group or portion will commence at the time of its completion or acceptance. The City shall give notice of observed defects with reasonable promptness.

Neither partial or final payment, nor any provision in this article, nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contractor or relieve the Contractor of liability in respect to any express warranties, special guarantees, or in respect to faulty materials or workmanship, in accordance with the law of the place of building.

The Contractor warrants good title to all materials, supplies and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claim, liens, or charges, and agrees further that neither he nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereof.

11. Maintenance and Guarantee

The Contractor guarantees that all work performed under this contract shall meet fully all requirements thereof as to quality of workmanship and of materials. The Contractor hereby agrees to make at its own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found by the Owner to be deficient with the respect to any provisions of the specifications. The Contractor shall hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly and within ten (10) days from the date of giving or mailing such notice, the Owner may do the work

and the Contractor shall be liable to the owner for the full cost thereof. This one (1) year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

Guarantees and warranties required by the Specifications must be delivered to the Engineer before final payment to the Contractor may be made. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.

The Owner will discharge or release the performance bond after the expiration of one year from the time of completion provided that no claim filed under said bond is pending, and provided further, that no such bond shall be discharged or released prior to the expiration of all special guarantees provided for in the Specifications in accordance with MGL c.30, §30, as amended.

12. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's prior written approval. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, § 39M(a) are hereby incorporated and made a part of this Agreement.

The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract. Where the materials, equipment, articles or workmanship are referred to in the Technical Specification as "equal to" any particular standard, the City shall decide the question of equality. Before any material is incorporated into the work under this Contract, the Contractor may be required to furnish, without expense to the City, a complete statement attesting to the origin, composition and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which samples may be subjected to the tests required by the City to determine the quality and fitness of the material. In any event, all materials shall meet the Massachusetts Highway Standard Specifications previously referenced.

13. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner shall furnish to the Contractor all surveys necessary for the execution of the work. The Owner, however, does not warrant or guarantee the accuracy or completeness of said surveys. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Engineer errors, inconsistencies or

omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor shall assume responsibility for such performance and shall bear the costs attributable for correction. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer at once.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract as provided in Article 12 of the Instructions to Bidders, and shall comply with Massachusetts General Laws and the Owner's requirements as provided in Section 9.4 and 9.5 of the Instructions to Bidders, and Article 28 below with respect to bonding and other insurance requirements.

The Contractor shall thoroughly familiarize himself with the standard licensing requirements of the City of Marlborough.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes and rules and regulations without such notice to the Engineer, the contractor shall assume full responsibility for such Work and shall bear the costs attributable.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the performance of the Work.

14. Contractor's Obligations

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, and whenever the Owner shall notify the Contractor, in writing, that any workers is, in its opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of the Owner.

The Contractor shall, in good and workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, as are necessary and/or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this

Contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as may be given from time to time during the progress of the work. Contractor shall furnish, erect, maintain and remove such facilities, equipment, material and temporary works as may be required.

The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, or material, men engaged upon the Work. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor, except as may be specifically noted otherwise under any particular section of the Specifications. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work. The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall do engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades; shall be responsible for maintaining bench marks and other survey marks; and shall replace any bench marks or survey marks which have been disturbed or destroyed.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall perform, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.

Attention is directed to the provisions of Article 32 of Mass. Standard Specifications relating to the rights of public service corporations and municipal departments to enter the site of the improvements and to alter, replace and/or install facilities at some time when the Contractor will be prosecuting other required work contiguous thereto. The Contractor shall cooperate fully with requirements under said Article.

The Contractor's attention is directed to the fact that all applicable State Laws, Municipal Ordinances and Rules and Regulations of all authorities having jurisdiction shall apply to the Contract throughout, and they will deem to be included in the Contract the same as though herein written out in full.

15. Site Protection and Weather Conditions

The Contractor shall take precautions during the execution of work involving demolition not to disturb or damage any existing structures, landscaping, walks, roads, or other items scheduled to remain. The Contractor shall restore any damaged items to original condition and as directed by the Engineer. The Contract shall provide and erect acceptable barricades, fences, signs and other traffic devices to protect the work from traffic and the public as reasonably necessary and as required by applicable law, code or regulation.

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer with the Owner's approval shall direct, the Contractor shall, and shall cause its

subcontractors to, protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect such work, said materials shall be removed and replaced at the expense of the Contractor.

16. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract, and shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

Special care shall be exercised to prevent any disturbance to and protect such underground public service structures and facilities as may be near any work to be done by the Contractor. In addition, care shall be taken to keep heavy equipment and miscellaneous machinery off any private property. Any damages incurred by private homeowners as a result of this construction shall be repaired at the expense of the Contractor.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor is allowed to act, without previous instructions from the Engineer, in a diligent manner to prevent said loss or injury. Contractor shall immediately notify the Engineer and Owner in writing thereafter, and shall promptly submit any resulting claim for extra work to the Engineer.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening loss or injury to persons or property, or damage to the work or any adjoining property, it shall act as instructed or authorized by the Engineer.

The amount of extra payment claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 20 below.

17. Inspection

The authorized representatives and agents of the Owner and/or the Commonwealth, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

Unless otherwise required by the Contract Documents, or directed in writing by the Engineer, Work shall be done during regular working hours of 7:00 AM and 3:30 PM, Monday through Friday. However, if the Contractor desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts holidays, it shall allow ample time to enable satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Owner shall bill the Contractor directly for such costs. Work done outside of regular working hours without the consent or knowledge of the Engineer, shall be subject to additional inspection and testing as directed by the Engineer. The cost of this

inspection and testing shall be paid by the Contractor whether the Work is found to be acceptable or not.

If any work is covered up without approval of the Engineer, it must, if requested by the Owner, be uncovered at the expense of the Contractor. If such work is found to be defective in any material respect, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction.

18. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, OSHA cards, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records shall be retained by the Contractor for a period of seven years from completion of the work.

All documents produced pursuant to this Agreement shall be the property of the Owner.

All information required from the Owner, or from others at the expense of the Owner, in the performance of this Agreement shall be and remain the property of the Owner. This includes, but is not limited to, all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of this Agreement. The requirements of MGL c. 30, § 39R are hereby incorporated and made a part of this Agreement.

19. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor, and shall be acceptable to the Engineer and Owner, and shall be a person anticipated to be continued in that capacity for the duration of the Agreement. The requirements of MGL c. 30, §§39I and 39N are hereby incorporated and made a part of this Agreement.

20. Changes in Work/Extra Work/Limits of Work

20.1 The Contractor shall make no changes in the work without prior written approval of the Owner, however, the Owner may at any time by written order, and without notice to any sureties, require the performance of such extra work or changes in the work as may be found necessary or desirable. No payment for extra work of any kind will be allowed unless expressly approved and authorized by the City in writing through a signed Change Order. Limits of work and descriptive notes on contract drawings are approximate and are only intended to generally describe the area of work required to achieve the correct improvements sought under this Contract. The requirements of MGL c.30, §§39N and 39O are hereby incorporated and made a part of this Agreement.

20.2 The Engineer may authorize minor changes or alterations in the work which do not involve any extra cost or expense, and which are not inconsistent with the overall intent

of the Contract Documents. If the Contractor determines that any such minor change or alteration so authorized by the Engineer entitles Contractor to an increase in the contract price, the Contractor shall be required to obtain prior written approval from the Owner as per paragraph 20.1 above.

- 20.3 Any Change Order or minor change in the Work must be counter-signed by the Owner or its authorized agent to be effective. All Change Orders will be authorized in accordance with M.G.L. c.44, §31C, as amended.
- 20.4 The Contractor shall perform all work as directed by Engineer, and if the Engineer determines that certain work for which the Contractor has requested a change order does not represent a change in the Contract, or if the Contractor and the Owner or Engineer cannot agree to the amount of compensation for a change order, the Contractor shall perform said work under protest and must follow the notice requirements and maintain records required by subparagraph 20.8.3.
- 20.5 The Contractor's attention is directed to M.G.L. Chapter 30, §§ 39I, 39J, 39N, 39O and 39P, as amended, the provisions of which apply to this Contract.
- 20.6 **Timely Decision By Owner M.G.L. C.30 §39P**

Whenever this Contract requires the Owner or its Engineer to make a decision during construction of the Project, on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, that decision shall be made promptly and, in any event, no later than thirty (30) days after receipt of a written submission for such decision by the Contractor; but if such decision requires extended investigation and study, the Owner or the Engineer shall, within thirty (30) days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made as required by M.G.L. c.30 §39P, as amended.

20.7 **Deviations From Plans & Specifications M.G.L. C.30 §I**

The Contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or

equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for under this Contract. The awarding authority is not obligated to pay for change orders that are not approved in writing in accordance with Subparagraph 20.1 as required by M.G.L. c.44 §31C and c.30 §39I, as amended.

20.8 Claims

.1 If the Contractor has any claim or dispute of any nature arising under this Contract, including a claim based on the Owner's failure or refusal to approve a change order request of the Contractor, in full or in part, the Contractor shall submit such claim or dispute to the Engineer in the form of a change order request, for initial review and consideration, subject to further appeal to the Owner's Representative. If the Contractor is not satisfied with the Engineer's decision or, if the Engineer fails to render a decision within thirty (30) days after receiving written notice of such claim or dispute from the Contractor, the Contractor may file a written request for a appeal with the Owner pursuant to Subparagraph 2.

.2 Appeal of an Engineer's decision under Subparagraph 1 must be made directly to the Owner's Representative by certified mail, copy to the Engineer and Owner, within twenty-one (21) calendar days after the date on which the party making the appeal receives the Engineer's written decision or within twenty-one (21) days after the thirty (30) day non-decision period noted in 6.7.1. Failure to appeal within this period will result in the Engineer's decision becoming final and binding upon the Owner and the Contractor.

.3 Pending resolution of the claim or dispute, the Contractor must proceed with the disputed Work, as directed by the Engineer. The Contractor must give written notice to the Owner and the Engineer stating that it is proceeding with the disputed work under protest. Accurate records of the nature and extent of the disputed Work and of the time spent and equipment used on the disputed Work shall be maintained by the superintendent and verified daily by the Project Representative, or the Owner's designee. Failure of the Contractor to maintain such records shall cause the Contractor to forfeit its claim to additional compensation for such disputed work.

.4 Meetings or administrative conferences may be held by the Owner to review the basis of the claim or dispute.

.5 At the conclusion of these proceedings, the Owner shall issue a decision which shall be final under the Contract. The matter may then be appealed to a court of competent jurisdiction.

.6 Requests for administrative conferences by subcontractors must be made by the Contractor; subcontractors cannot make such requests directly.

21. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed." By executing the Contract, the Contractor confirms that the contract time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion with the contract time.

The Contractor shall prosecute the work regularly, diligently, without interruption and at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount of \$500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further,

that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of nature, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Owner, in writing, of the causes of the delay, and provide such additional information as the Owner may require, and the Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

22. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the Engineer's approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the payment to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

23. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, Contractor shall, prior to disturbing such conditions, immediately provide written notice to the Engineer of such conditions. The Engineer shall thereupon promptly investigate the conditions, and if it is determined that such conditions materially differ from those shown on the plans or indicated in the specifications, the Engineer will at once make such changes in the plans and/or specifications as may be necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Paragraph 20 of these General Conditions. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, § 39N are hereby incorporated and made a part of this Agreement.

24. Right of Owner to Terminate Contract

The Owner may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination, including but not limited to those set forth below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of its subcontractors.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including, but not limited to, compliance with applicable federal, state or local laws or regulations.

If the Owner terminates or suspends this Agreement for one or more of the reasons set forth in (a) through (c), the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension, and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing of notice of termination to such Surety, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost. If the Owner takes over the work, it may take possession of and utilize, at no cost, such equipment, material and temporary works as may be on the site.

Further, the Owner may terminate or suspend this Contract if local, state and/or federal funding are cancelled, revoked, reduced, suspended or terminated.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this Agreement by providing written notice to the Contractor. Should the Owner terminate or suspend this Agreement for any of the reasons set forth herein, the Contractor shall have a right only to payment for work performed and accepted prior to said termination or suspension and shall have no right to recover indirect or consequential damages, including but not limited to lost profits.

25. Payments to Contractor and of Subcontractors

- 25.1 Payment to the Contractor shall be in accordance with the requirements MGL c. 30, § 39K, which is hereby incorporated and made a part of this Agreement. Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared on such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used on a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall contain a separate item for each Section of the Specifications broken down in such form as the Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Engineer by hand or registered or certified mail with return receipt, an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Engineer may require, and reflecting retainage.
- 25.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- 25.3 Payment shall be contingent upon the Contractor submitting any and all required certified payroll reports to the Owner.
- 25.4 Payment to subcontractors shall be made in accordance with MGL c.30, §39F, as amended, as noted in this Article.

26. Indemnification

The Contractor hereby indemnifies and shall at all times save and hold harmless the City of Marlborough, and its officers, attorneys, employees, and agents, from and against any and all claims (including workers' compensation and wage claims), demands, suits, actions, liabilities, proceedings, losses, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the Contractor, including breach, or any of its subcontractors, or the agents or employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder. The existence of insurance shall in no way limit the scope of this indemnification.

The Contractor shall reimburse the Owner for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Owner's gross negligence or willful misconduct. The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall save the Owner harmless from all claims for bodily injuries or death to any person and from all claims for property damage for destruction arising out of the use or storage of explosives and highly inflammable materials.

27. Substantial Completion, Final Completion, Acceptance and Final Payment

- 27.1 Substantial completion shall be that point at which the work has been completed to the extent that the Owner may occupy and make use of the project for which it was intended.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Engineer will promptly make an inspection to determine whether the work is acceptable under the terms of the Contract and whether same is substantially complete. The Engineer will issue a dated certificate which states that the work is substantially complete and accepted under the terms and conditions of the Contract, and a punch list of all items to be completed or corrected. The entire balance due the Contractor, less two percent (2%) retainage plus a retention based on the Engineer's estimate of the fair value of the punch list items, and cost of completing or correcting such items, and the estimated value of claims made relating to the project, shall be due and payable.

The general guarantee period for the work substantially complete shall begin on the date certified by the Engineer.

- 27.2 Final completion shall be that point at which all work on the project has been completed, all defective work has been corrected, and clean-up of the site and any debris has been accomplished. Unless a certificate of substantial completion has issued, the general guarantee period shall begin upon certification by the Engineer of final completion. The entire balance due the Contractor, less the estimated value of claims made relating to the project to the extent allowed by law, shall be due and payable within 35 days of the Contractor's written acceptance of the final estimate as required by MGL c. 30, § 39G.

- 27.3 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability by the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract, the performance and payment bonds, or any express or implied warranties. Prior to any final payment the contractor or subcontractor must submit all certified payrolls to the Owner and supply a lien release the states that all subcontractors working on this project have been paid for their work.

28. Insurance

The Contractor shall not commence work under this Contract until it has obtained and submitted proof to the Owner of all the insurance required under this paragraph and such insurance has been approved by the Owner. The form of proof shall be a Certificate furnished to the Owner within ten (10) days of receipt of notice of award of contract but no later than the time at which the Contractor executes the Contract.

- (a) Workmen's Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract

Workmen's Compensation Insurance as required by applicable federal, state or local law, for all of its employees and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees as required by law in the following limits: Cover A –Statutory and Coverage B Employer's Liability \$500,000 each accident/\$500,000 disease per employee/\$500,000.disease policy.

(b) Contractor's Commercial General Liability, Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the contract term, Commercial General Liability coverage with respect to the operations performed by any employee, Subcontractor, or supplier, bodily injury and property damage insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the general aggregate, including products and completed operations, personal and advertising injury. This policy shall include coverage relating to explosion, collapse, and underground (XCU) property damage.

The Contractor shall procure and shall maintain during the contract term, on a per occurrence basis separate Owner's and Contractor's Public/Protective Liability Insurance in the name of the Owner at the same limits listed above.

The completed operations coverage shall be maintained for a period of two (2) years after Substantial Completion as defined in Subparagraph 27.1.

The property damage coverage shall include Special Perils coverage against loss or damage by fire and against loss or damage covered by the special perils insurance endorsement on all work in this Contract in an amount equal to at least 80% of the Contract Sum. This policy shall indicate if Stored Materials coverage is provided to include materials or equipment delivered at the site of the Work (or at some location agreed to in writing. The policy or policies shall specifically state that they are for the benefit of the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Work, as their interests may appear. The Special Perils coverage shall include any costs for additional work performed by the Engineer or any consultant as the result of a loss experienced during the life of this Contract.

(c) Vehicle Liability Insurance:

The Contractor shall procure and shall maintain during the contract term, Vehicle Liability Insurance with respect to vehicle operations by any employee, including coverage of owned, non-owned, and hired vehicles, in the amount of \$1,000,000 C.S.L.

(d) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain, during its subcontract term, occurrence basis Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance in the amount of \$1,000,000, or (2) insure the activities of such subcontractors, in addition to its policy specified in subparagraph (b) hereof.

(e) Excess/Umbrella Liability Coverage

Umbrella or Excess Liability coverage following form of underlying General and Vehicle Liability coverage up to \$5,000,000 as required C.S.L.

(f) Proof of Insurance:

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or reduced, except after thirty (30) days written notice has been received by the Owner."

(g) City of Marlborough as Additional Insured and Certificate Holder

The Contractor shall have the "City of Marlborough" named as an additional insured for this project on the policy, which shall be evidenced by the Certificate submitted to the Owner. The Certificate holder shall read exactly as follows: "City of Marlborough c/o Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752."

29. Contract Security, Performance and Payment Bonds

29.1 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Performance Bond in an amount at least equal to one hundred percent (100 %) of the total contract price as security for the faithful performance of this Contract. Such bonds shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.

29.2 The Contractor shall furnish to the Owner, at the time of its execution of the Contract, a Payment Bond in an amount not less than one hundred percent (100 %) of the total contract price, as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. Such bond shall be in a form, and with a surety company approved by the Owner and authorized to do business in the Commonwealth of Massachusetts.

29.3 It is expressly understood and agreed that all sums retained or that may be retained by the City under any of the provisions of this Contract are solely for the benefit of the City and

that the security required by MGL Ch. 149, sec. 29, as amended, is furnished exclusively by the bond accompanying the Contract.

29.4 Failure to meet the bond requirements of this section shall be cause to terminate the Contract.

30. Assignments

The Contractor shall not assign or subcontract the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of the Owner. If the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that the right of any assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work required by this Contract.

31. Engineer's Authority

The Engineer will give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. If any dispute arises between the parties hereto relative to said Contract and/or specifications, the determination of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work related to said dispute. The Engineer will decide the meaning and intent of any portion of the specifications and of any plans or drawings.

32. Use of Premises, Removal of Debris, Sanitary Conditions

The Contractor, at its own expense, shall: (1) take every precaution against injuries or damage to property; (2) store its apparatus, materials, supplies and equipment in such orderly fashion at the site as to not unduly interfere with the progress of its work or the work of other contractors; (3) place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; (4) clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations; (5) before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from its operations, and to put the site in neat, orderly condition; (6) effect all cutting, fitting or patching of its work required for conformance with the specifications and, except with consent of the Engineer, not cut or otherwise alter the work of any other contractor; and (7) maintain in a neat, sanitary condition such toilet accommodations for the use of its employees as may be necessary to comply with the State and local Boards of Health, or other bodies having jurisdiction over same.

The Contractor shall remove debris from the site of the work and legally dispose of it at any private or public dump or other facility that the Contractor may choose. The Contractor shall make all arrangements and obtain any approvals necessary for said disposal from the owners or officials in charge of such dumps.

No open fire shall be permitted on site.

Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than monthly unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State, or applicable local regulations, the Engineer shall be notified immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne by the Contractor.

33. Notice and Service Thereof

Any notice to either party from the other relating to this Agreement shall be in writing and posted, by certified mail, return receipt requested, to the party at the address noted below:

City
Department of Public Works
City of Marlborough
135 Neil Street
Marlborough, MA 01752

Contractor

34. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

35. Suspension of Work

If the Owner is prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work shall be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing. If the reason for said delay was not beyond the control of the Contractor, the Contractor shall have no right to damages, as set forth herein, or to an extension of time. Notwithstanding any provision to the contrary, the requirements of MGL c. 30, §39O are hereby incorporated and made a part of this Agreement.

36. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds. These records shall be made available for audit purposes to the Owner or any authorized representative, and shall be retained for seven years.

37. Age Discrimination Act of 1975 (for contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), prohibiting age discrimination in employment.

38. Non-Discrimination

The City of Marlborough is an Equal Opportunity Employer. The Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religious creed, gender, handicap, sexual orientation, veteran's status or national origin. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, age, color, religious creed, gender, handicap, sexual orientation, veteran's status 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 shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants shall receive consideration for employment without regard to race, age, color, religious creed, gender, handicap, sexual orientation, veteran's status or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract, and shall require all of its subcontractors to incorporate such

requirements in all subcontracts for program work. The City may cancel, terminate or suspend the Contract in whole or in part for any violation of this paragraph.

Equal Employment Opportunity Requirements: The Contractor's EEO Certificate must be signed by the low general bidder and all file subbidders as a condition of Contract validation by the Owner. The Contractor shall provide weekly and quarterly information to the Owner on copies of forms that can be found in Appendix B. The Owner may suspend part of all of any payment due under this Contract until such time as the Contractor or any Subcontractor is able to demonstrate compliance with the terms of the Contract. The Owner may terminate or cancel part or all of the Contract, in accordance with the termination provisions of this Contract, unless the Contractor or Subcontractor is able to demonstrate, within a specified time, compliance with the terms of the Contract.

The Contractor shall send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advertising the said labor union or worker's representatives of the Contractor's commitment under this subsection and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.

39. Non Federal Labor-Standards Provisions

The Massachusetts Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws. The limitations, if any, in these Massachusetts Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

40. Schedule of Salaries and Wages

The Contractor shall be responsible for complying with prevailing wage rates and health and welfare fund contributions applicable to this Contract as determined by the Commonwealth of Massachusetts, Department of Labor and Workforce Development, Division of Occupational Safety (DOS), under the provisions of MGL, c. 149, §§ 26 - 27D. If the DOS has established a Schedule of prevailing wage rates to be paid to the operators of trucks, vehicles or equipment for this Project, the Contractor is obligated to pay operators at least the prevailing wage rate contained on the Schedule under the provisions of MGL c.149, §§26-27H, as amended. If drivers

of bituminous concrete (asphalt) or ready-mix concrete (cement) are employed by the Contractor, they shall be paid the prevailing wage only while on-site at the public construction project. (Notice January 8, 2004 issued by the Department of Labor's Division of Occupational Safety)

The State prevailing wages, which are incorporated herein by reference, shall be paid under this contract and reported by the submission of certified weekly payrolls to the Owner. The Contractor is responsible for compliance of this paragraph by its subcontractors.

41. Labor Provisions

- 41.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works in the Commonwealth by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in clause forty-third of MGL c. 4, §. 7, as amended, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accord with MGL c. 149, §26. Veterans' preference per MGL c.41, §112.
- 41.2 The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry as required by MGL c.149, §§26-28, as amended, unless the Federal rates are higher.
- 41.3 In accordance with MGL c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of employer's liability compensation and the furnishing of other benefits under M. G. L. c. 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. 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. The attention of the Contractor is directed to that portion of G. L. c. 149, s. 34A which provides that whoever violates any of its provisions 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.
- 41.4 The Contractor shall pay to any reserve police officer employed by it the prevailing rate of wage paid to regular police officers, as required by MGL c. 149, s. 34B.

- 41.5 The Contractor shall provide the Owner with copies of each current permanent OSHA card or temporary OSHA certificate for each employee working on this project with the initial payment request; along with each journeyman's or apprentice certificate for each employee claiming this work category.
- 41.6 No laborer, workman, mechanic, foreman or inspector working within the Commonwealth of Massachusetts in the employment of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work, shall be required or permitted to work any more than eight hours in any one day, or more than 48 hours in any one week, or more than six days in any one week in full compliance with provisions of **M.G.L. c.149 §34**, as amended, except in cases of emergency.

Every employee on the Work shall lodge, board, and trade where and with whom he/she elects, and the Contractor and any Subcontractor nor his agents or employees shall not directly or indirectly require, as a condition of employment, that an employee lodge, board, or trade at a particular place or with a particular person.

42. Environmental Requirements

The Contractor shall comply, where applicable, with: Protection of Wetlands Laws.

43. "Right To Know" Law

If the Contractor uses or stores toxic or hazardous substances it is subject to MGL c. 111F, §2, the Right to Know Law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21, and must post a Workplace Notice obtainable from the Department of Labor and Workforce Development.

As per requirements established by the United States Department of Labor Occupational Safety and Health Administration and in compliance with MGL c. 111F, Right to Know Law, it is required that all Material Safety Data Sheets accompany each initial product shipment where applicable, as well as a copy sent to the Grants Administrator, which will be forwarded to the Right-To-Know Coordinator for the City of Marlborough.

44. Archaeological and Historic Preservation

All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Engineer for determination of appropriate actions to be taken.

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order

11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S. C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity.

45. Interest of Contractor and Employees

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

46. Statement of Management, CPA Statement MGL c.30, §39R (for contracts in excess of \$100,000)

For contracts in excess of \$100,000 the Contractor, prior to execution of the Contract, shall file a statement of management with the Owner assuring that its system of auditing controls ensures management accountability and protection of assets as required by MGL c. 30, sec. 39R(c).

For such contracts, the Contractor shall file with a Owner, prior to execution of the Contract, a signed statement from a Certified Public Accountant that said CPA has examined the Statement of Management and opines whether the representations of management are consistent with its system of controls and its financial statements as set forth in MGL c. 30, § 39R(c).

The Contractor awarded a contract shall annually file with the Owner 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.

47. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

48. Confidentiality

The Contractor shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, and further shall comply with MGL c. 66, sec. 10, regarding access to public records.

49. Executive Orders

The Contractor shall comply with the provisions of M.G.L. c.151B; Executive Order 478 regarding Nondiscrimination, Diversity, Equal Opportunity and Affirmative Action; Executive c.30, §39M

Order No. 390 pertaining to minority and women owned business development; Executive Order 481, prohibiting the use of undocumented workers on state contracts (including state-assisted funded contracts); and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract as applicable.

50. Compliance with Chapter 370 Acts of 1963

The contractor shall furnish all notices and shall do all work and be responsible for all requirements of Chapter 370 of the Acts of 1963, entitled "An Act Requiring a Contractor Making An Excavation In A Public Way to Give Notice Thereof to Public Utility Companies."

No person shall dig up or make an excavation in a public way for the laying, altering or repairing of a drain water or sewer without obtaining a written permit from the Department of Public Works, Engineer Division City. Notwithstanding any contrary provision of any local ordinance or by-law, no such permit shall, except in case of an emergency, be approved or issued by said division until copies of the notices to public utility companies required by section forty of chapter eighty-two have been filed with said board or officer by the applicant for such permit. Whoever violates any provision of this section shall be punished by a fine of not more than fifty dollars for the first offense and not less than fifty dollars nor more than one hundred dollars for any subsequent offense.

51. Foreign Corporations

Contractors and subcontractors incorporated outside of Massachusetts shall comply with MGL c. 30, sec. 39L and other applicable laws.

52. Applicable Law

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts. The laws of the Commonwealth of Massachusetts ("Commonwealth") shall govern all rights and duties under this Agreement, including without limitation the validity of this Agreement. Any actions arising out of this Agreement shall be brought and maintained in a State or Federal Court in Massachusetts which shall have exclusive jurisdiction thereof. The City may agree to voluntary mediation or arbitration of any contract dispute and will share the costs of such mediation or arbitration. No legal or equitable rights of the parties shall be limited by this paragraph.

53. Asbestos

If this Project requires the containment or removal of asbestos or material containing asbestos, lead or waste containing lead base paint, the Contractor shall ensure that the person or company performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

54. As-Built Plans

The Contractor shall furnish electronic and hard copy “As-Built” plans of the completed Project to the Engineer prior to final acceptance of the Project by the City. To begin this process, the City will supply to the contractor a set of electronic CAD files of the Contract Drawings in a blank as-built format. These drawings will contain all relevant information regarding all approved conditions of the job. They will not, however, contain any horizontal or vertical information for any water, drainage, sewerage or other utilities installed, elevations, design, etc. Any element of the site modified and/or adjusted as part of this project must be noted and the as-built information supplied on the drawings. Ample space and parenthetical blanks will be present for this information. The contractor’s engineer shall also locate the curb line, edge of pavement, retaining walls and show and/or label the center line elevations on the as-built drawings.

When the electronic plans supplied to the contractor by the City of Marlborough have been filled in with all appropriate as-built information, the contractor shall submit a set of **preliminary** plans for review by the City. The plans supplied by the contractor or his engineer to the City contain the as-built data as described above. All as-built information supplied by the contractor shall be in **RED** ink and **ITALICIZED** so as to signify that it is the final information. There shall also be an indication of this in the legend and a brief explanation. This first set of as-built plans does not have to be certified by an engineer or contain the required signatures. These are for our review only. After review, the City of Marlborough will notify the contractor of any changes or corrections that need to be made. Upon approval, the set of plans will be returned to the Contractor. The contractor will then acquire the necessary certifications and signatures for final submission of the final as-built drawings produced on Mylar.

The contractors engineer shall also provide the following certifications as part of his as-built drawings submittal:

1. I hereby certify that the information shown on this/these plan(s) accurately depicts field conditions based on an as-built survey by (*name of as-built surveyor*) performed on (*date of as-built survey*)
2. I hereby certify that the as-built information shown on this plan is in conformance with the approved site plans dated (date of contract plan).
3. I hereby certify that all sidewalks, handicap wheelchair ramps and driveway aprons conform to the latest standards and requirements of the Massachusetts Access Board, American Disability Act and the Architectural Access Board.

Electronic As-built Drawing Set

The contractor shall also provide this office with a complete electronic as-built drawing set. All as-built files must be compatible with the current version of AutoCAD the City uses and accepts. Check with the City of Marlborough Engineering Department for the latest version accepted. The as-built electronic plans will use the digital base map information provided by the City of Marlborough as the base for all additional information. The City of Marlborough’s base maps are

to the North American Datum of 1983 (NAD83) and the North American Vertical Datum of 1988 (NAVD88). All features shall be further stored in the Massachusetts State Plane Coordinate System. This will allow integration into the City's Geographic Information System.

The electronic as-built drawing set shall conform to the minimum standards specified in this section. All as-built drawing information shall accurately represent as-built construction and shall be graphically and mathematically correct, i.e. drawing objects shall represent changes in dimensioning during construction. There should be complete consistency between final electronic and hard copy information. The electronic files should allow the City of Marlborough to reproduce hard copies if needed.

Plan and Profile:

1. All as-built information shall be placed on its own layer entitled "AS_BUILT_INFO"
2. Include and attach all detail information generated by automated design software that describe any infrastructure components.
3. Non-referenced images, standard drawings, specifications, and/or blocks shall be bound in the drawing and not attached as an external reference.
4. If registered orthophotography is used as a backdrop, the image and registration file along with directory information, shall be provided.
5. Transportation plans for Signal or Detection systems, Street Lighting, or Roadway Striping/Signing shall each be submitted in individual AutoCAD drawing files.

Plot Layout/Plot Settings:

1. Submit all information required to reproduce a hard copy from the submitted electronic file.
2. Standard pre-installed AutoCAD font and line types shall be used.

Referenced Information

1. If X-refs are used with a drawing, bind all X-refs before submission. The City will not accept drawing with X-refs.
2. Purge all invisible drawing objects before submission.

Drawing Objects (Entities)

1. All as-built infrastructure components shall conform to the City's layering convention as stated above.

2. Purge all drawings of empty layers and unused blocks, line types, dimension styles, plot styles, text styles, shapes, etc., and make sure all infrastructure components are clean, that is:

1. Ends of arcs, lines and p-lines are snapped end-point to end-point.
2. Remove duplicate objects.
3. Features representing areas (detention ponds, etc.) are composed of closed p-lines are at a minimum a series of valid objects snapped end-to-end with no gaps.

3. All drawing objects required for updating City inventories shall be easily assessable for extraction.

4. All infrastructure components shall be composed of the following valid object types in order to be accepted by the City:

1. Arc.
2. Circle.
3. Dimension.
4. Ellipse (including elliptical arcs).
5. Image.
6. Insert (also known as a Block Reference).
7. Leader.
8. Line.
9. Multiline Text.
10. Point.
11. Polyline.
12. Text.

Ownership:

All electronic files and hard copy maps submitted to the City of Marlborough upon completion of the project will become the sole property of the City of Marlborough. The City gains the right to ownership of all content for any future use. Electronic files will be submitted with full editing privileges allowing any future edits to be made by the City of Marlborough at a later date.

55. Miscellaneous

55.1 Firewood

The Contractor should anticipate that some property owners will wish to obtain a limited amount of firewood from tree removal operations under the Contract. Said property owners shall be given the opportunity to remove said firewood within a reasonable time. If, in the opinion of the Engineer, the wood is not removed within a reasonable time, the Contractor shall be responsible for removing it from the project.

55.2 Blasting

When the use of explosives is necessary for the execution of the work, the Contractor shall take the utmost care not to endanger life and property. Whenever directed, the number and size of the charge shall be reduced. The method of storage and handling of explosive and highly flammable materials shall conform with all state laws and regulations, as well as local requirements.

The Contractor is responsible for establishing pre-construction/blasting conditions which will include a pre-blast survey of all structures within 500 feet of the project limits. Care shall be taken to prevent injury to existing pipes or other structures and property above or below ground. Any damage caused as a result of the Contractor's work shall be the Contractor's responsibility.

Blasting operations are subject to the approval of the City of Marlborough Fire Chief. Explosive materials shall not be stored overnight, on site per the Marlborough Fire Department.

The successful Contractor must provide blasting details at all sites where blasting is to occur. The details are to be staffed by firefighters. No direct payment shall be made by the City to the Contractor for said details, the cost of which shall be included in the appropriate items unless otherwise provided for in the Contract. The Contractor must schedule the detail the day before the blasting operation. The permitting will be in accordance with 527 CMR 13.00, Massachusetts Fire Safety Code.

55.3 Work To Be Done By Others

The NSTAR Service Company, Massachusetts Electric, Verizon, and Com Cast/AT&T Broadband will, at their own expense, relocate their respective utilities as required. The above work is expected to be carried out at the same time and in cooperation with the Contractor. No additional compensations will be allowed for any delay or inconvenience caused by these operations or other operations for adjustment, relocation, connection, alteration, to existing or installation of new structure, poles, underground cables and pipes.

55.4 Notice To Utilities

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of its intentions to commence operations affecting such utilities as least one week in advance of the commencement of such operations. The Contractor shall file a copy of such notice with the Engineer.

The Utility Companies and persons involved are as follows:

NSTAR Service Company
157 Cordaville Road
Southborough, MA 01772
Chris J. Howard, Supervisor of Planning & Scheduling

(508) 305-6866

Verizon
146 Leland Street
Framingham, MA 01702
Ellen Cummings, Regional Director (508) 820-3557

National Grid
245 South Main Street
Hopedale, MA 01747
Robert W. Russell,
Community & Customer Management (508) 482-1283

ComCast/AT&T Broadband
4 Lybetry Way
Westford, MA 01886
Comcast Operations Center (800) 556-9979

Department of Public Works
Municipal Garage – 135 Neil Street
Marlborough, MA 01752
John L. Ghiloni., Commissioner of Public Works (508) 624-6910
ext. 7200

Marlborough Conservation Commission
Priscilla Ryder, Conservation Officer, (508) 460-3781

Marlborough Fire Alarm
Central Fire Station
Marlborough, MA 01752
Marlborough Fire Department (508) 485-2323

Marlborough Police Department
Marlborough, MA 01752 (508) 485-1212

North Reading Transportation
4 Municipal Drive
Hudson, MA 01749
School Bus Company (978) 562-5186

First Student Incorporated
208 Hayes Memorial Drive
Marlborough, MA 01752
School Bus Company (508) 485-3194

“DIG SAFE” Call Center 1-888-344-7233

The Contractor's attention is directed to Ch. 502 of the Acts of 1980 as they apply to excavations in general. The Contractor shall be responsible for complying with all aspects of this regulation prior to proceeding with any excavation.

The Contractor must comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 331 Montvale Ave., Woburn, MA 01801, 1.888.344.7233. The Contractor must notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection (DEP). This notice must be given at least seventy-two (72) hours prior to the work, but not more than sixty (60) days before the work is to be done. Such notice shall state the name of the street or the route number of the way and an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within seventy-two (72) hours of receipt by designating the location of pipes, mains, wires or conduits at the site. The Contractor shall not commence work until Dig-Safe has responded. The work shall be performed in such manner and with reasonable precautions taken to avoid damage to utilities under the surface at the work location. The Contractor shall provide the Superintendent with current Dig-Safe regulations, and a copy of **M.G.L. c.82 §40**. Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.

The Contractor is advised to verify the locations of existing overhead and subsurface utilities in the vicinity of this project with the local utility companies.

Before the Contractor begins any work or operation which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them. If the Contractor wishes to have any utilities temporarily relocated for his own convenience, he shall make the necessary arrangements with the utility company and reimburse them at his own expense for the cost of the work.

The Contractor shall dig test pits at the direction of the Engineer at the contract price.

55.5 MassDOT Standards

All Specifications and all Special Conditions contained in the bid/contract documents are to be used in conjunction with, and in addition to, the 1988 Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges (current). In all cases, the more stringent Specifications and Special Conditions will apply. The drawings in the Commonwealth of Massachusetts Department of Public Works Construction Standards, 1977 Standards are hereby incorporated by reference.

Additional drawings or directions showing details in accordance with which work is to be done will be furnished from time to time by the Engineer, if found necessary.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified. The work to be done and paid for under any item shall include all incidental work necessary or customarily done for the completion of a first class job for that item.

The Contractor shall be responsible for establishing a reproducible construction baseline prior to construction and setting and maintaining line and grade for the duration of the project. All work carried out for line, grade and quality control shall be under the direct supervision of a Registered Professional Engineer (referred to as the Contractor's Engineer) being licensed to practice in the Commonwealth of Massachusetts.

55.6 Local Licensing Requirements

The successful bidder on this project will be required to secure all permits and licenses necessary for the proper execution and completion of the work. The standard licensing fees owed to the City of Marlborough shall be waived for the purposes of this contract; however, all other licensing requirements shall be met and the Contractor shall thoroughly familiarize himself with the standard licensing requirements of the City of Marlborough. The General Contractor is responsible for arranging inspections as required pursuant to applicable laws, rules, regulations and ordinances.

55.7 Hours of Work

The hours of work shall be between 7:00 A.M. and 3:30 P.M., Monday through Friday. There will be no work authorized beyond these limits unless expressly approved and authorized by the City or unless otherwise provided in the Contract.

55.8 Owner's Right to Perform Construction and to Award Separate Contracts

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing and coordinating their construction schedules with one another when directed to do so.

55.9 Authority Of The Owner

The City Engineer or his designee/Engineer shall be the sole judge of the intent and meaning of the Contract and his decision thereon and his interpretation thereof, shall be final, conclusive and binding on all parties. The City Engineer shall be the City's representative during the life of the Contract as directed, instructed, determined or decided by said City Engineer. Approval of the Subcontractor(s) by the City Engineer is necessary before the start of work by said Subcontractor.

SPECIAL CONDITIONS

Reconstruction of Portions of Church Street, Greenwood Street and Plymouth Street

The subject roads are primarily located within residential neighborhoods. Every attempt will be made to minimize disruption to residents during construction. Where possible, access to/for residences, businesses, school bus traffic, emergency response vehicles, solid waste & recycling vehicles shall be maintained. Adherence to hours of work (Monday thru Friday 7:00 AM to 3:30 PM) is anticipated.

All work shall also be performed in accordance with the City of Marlborough General Code, with all construction and materials approved by the Engineering Division of the Department of Public Works. Reference is made to the Massachusetts Highway Department's Standard Drawings, which are hereby made part of this contract.

The contractor will be required to reclaim the existing pavement and gravel base on at the following locations: Church Street – south of Hildreth Street, Greenwood Street – west of Church Street and Plymouth Street – west of Berkeley Street to produce a 12" reclaimed gravel base, improvements to the drainage, water and sewer infrastructure and the removal and replacement of both the curbing and sidewalks as shown on the construction drawings.

All underground utility work shall be performed prior to the reclamation process.

The road will be graded and compacted to the lines and thicknesses as indicated in the contract documents. Excess reclaimed material not utilized on the reconstruction project shall be removed from the site and disposed of as directed/approved by the Engineer. This excavation shall be included in the contract unit price for item 403.0, Reclaimed Base. Careful attention is to be paid while grading work is accomplished to ensure positive drainage to the catch basins. Silt sacks are to be installed in catch basins prior to construction to prevent the introduction of sediment into the City's drainage system.

After the binder course of pavement has been placed, any excavation within the paved surface with the exception of setting granite curbing and/or structure adjustment will be backfilled using control density fill (excavatable flowable fill). Prior to the placement of bituminous concrete (top course), the contractor will demonstrate in a manner satisfactory to the Engineer that positive drainage is established.

In general, the existing roadway profile is to be reconstructed with a 3/8" per foot centerline crown. However, during construction modifications may be directed by the Engineer. It may be necessary to remove some sub-grade material to achieve proposed grade. To that end, the reclaimed base course will be windrowed to one side, sub-grade excavated to the depth necessary, and the reclaimed material placed back over the sub-grade. This excavation shall be included in the contract unit price for item 403.0, Reclaimed Base. The contractor shall be responsible for maintaining a 6-inch curb reveal (4-inch Bolton Street) from the bituminous concrete top course. The stockpiled reclaimed material, if it meets the gradation requirements for Gravel Borrow – Type C, shall be used for sidewalk gravel. Payment for stockpiling, spreading, fine grading and compaction shall be included in the contract unit price specified for item 170. Both gradation and compaction tests (50 foot intervals as specified by the engineer, 97% compaction required) and all other areas shall be included in the price specified for item 403, Reclaimed Base Course. Both gradation and compaction tests shall be performed at least 24 hours prior to the binder course of pavement being placed.

All work shall consist of furnishing all labor, materials, tools, equipment for removal/disposal of drain line(s), structures, replacement, dewatering, proving, flushing, and connection to all proposed and existing structures. All precast manholes/catch basins shall be cored in the field and/or precast cut outs for proper connection. The work shall also include any/all temporary plating, bedding, excavation support backfilling compaction and restoring the excavation trench area with pavement back to finish grade as shown on the design plans/details

The Contractors attention is directed to the regulations of the Commonwealth of Massachusetts Architectural Access Board. As to the construction of sidewalks, wheelchair ramps and other improvements shall conform to these regulations. Existing sidewalks adjacent to the roadway (that are scheduled to be reconstructed) shall be done in accordance with same. Prior to placement of the top course of bituminous concrete sidewalk and/or once the forms have been set for the cement concrete sidewalks (whichever is applicable), the contractor is to notify the Engineer and provide to him any survey work necessary to demonstrate that the sidewalk when completed will be in conformance with the regulations of the Architectural Access Board, American Disability Act and the Massachusetts Highway Department.

Church Street will be resurfaced from Hildreth Street to Plymouth Street. The roadway section is approximately 3000 feet in length. The existing roadway pavement width is variable. The proposed roadway width will be as follows. Hildreth Street to Warren Avenue will taper from a width of 28 feet to 26 feet. Warren Avenue to Shawmut Avenue will be a consistent 26 feet in width. Shawmut Avenue to Plymouth Street will be a consistent 24 feet in width. All subsurface work that will take place is within the City of Marlborough's Right-of-Way. Work will include drainage improvements, replacement of hydrants, repairs to the sewer main, and new cement concrete sidewalks with granite curbing.

Greenwood Street will be reconstructed from Church Street to a point approximately 250 feet from Maple Street. The roadway section is approximately 1082 feet in length. The existing roadway pavement width is currently 20 to 22 in width. The proposed pavement width will be a consistent 22 feet in width. All subsurface work that will be taken place is within the City of Marlborough's Right-of Way. This work will include drainage and sewer improvements, replacement of lead water services, replacement of a hydrant, the replacement of bituminous concrete sidewalks and curbing and the replacement of concrete sidewalks as determined by the Engineer.

Plymouth Street will be reconstructed from Berkley Street to the terminus in front of #89 Plymouth Street. The roadway section is approximately 400 feet in length. The existing roadway pavement width is currently variable. The proposed pavement width from Berkley Street to Church Street will be 24 feet in width and from Church Street to the terminus in front of #89 Plymouth Street will be 22 feet in width. All subsurface work that will be taken place is within the City of Marlborough's Right-of Way. This work will include drainage improvements, repairs to the sewer main, replacement of a hydrant, tree removal, and the introduction of bituminous concrete curbing.

GENERAL CONTRACTOR’S GUARANTEE FORM

(To be submitted in Duplicate after Completion of Contract Work)

Building: _____

Location: _____

Project No. _____

Date: _____

To: City of Marlborough

We (I) hereby guarantee all materials and workmanship, executed under the Agreement between the City of Marlborough and _____ dated _____ (General Contractor)

_____ for the construction of and change orders thereto, including revisions to Drawings and modifications to Specifications for a period of one (1) year from date of substantial completion, except for the following work which is guaranteed for the time indicated for the date of substantial completion as hereinafter noted:

_____ (Work) _____ (Subcontractor) _____ (Guarantee Period YEARS)

_____ (Work) _____ (Subcontractor) _____ (Guarantee Period YEARS)

_____ (Work) _____ (Subcontractor) _____ (Guarantee Period YEARS)

The guarantee is for all work whether executed by our own or our Subcontractor’s forces. Copies of all required guarantees executed by our various Subcontractors are attached.

We agree to correct or have correct, without cost to the City, any imperfect materials or equipment whether or not partially or completely covered by manufacturer’s guarantee, or which were not installed in accordance with the plans and specifications, at any time during the period of the guarantee. Any material or equipment which in the opinion of the Designer requires excessive service at any time during the first year of operation shall be considered defective and shall be replaced under this guarantee at no expense to the City. As to equipment or parts thereof which are replaced, the one (1) years guarantee, or longer, as per warranty and/or guarantee provisions, shall run from the approved date of substantial completion of the replaced equipment installation or parts thereof.

All items contained in the final punch list and corrected or replaced after the approved date of substantial completion shall extend the guarantee of those items to correspond to one year after their final completion.

All corrections to defective work will be done at the convenience of the City and will include all labor and material necessary to remove and replace any part of the building or its equipment installed under the Agreement noted above, where such removal may be necessary to complete the corrective work. We further agree to make, or have made, any corrections or adjustments to meet specified performance results.

Reconstruction of a Portion of Church Street, Greenwood Street and Plymouth Street
2014-18

Contract ED

City of Marlborough – Construction Contract

15, 2014

April

Should the City, for its convenience, require the work to be done during other than regular working hours, the City shall pay all extra costs involved by such requirements.

It is understood that the City will give notice of observed defects with reasonable promptness and that all questions arising under this guarantee shall be decided by the Designer.

Approved date of substantial completion of the work:

Date of expiration of this guarantee:

SIGNED by General
Contractor:

Title of Officer:

Specifications

The following subsections describe the measurement of and payment for the work to be done under specific items listed in the Proposal. If any item is not included herein, the provisions of the Massachusetts DPW Standard Specifications shall apply. The unit price or lump sum price for various items of work as listed in the Proposal, under this Contract, shall prevail without any adjustment of quantity over and above that measured for payment or in price as may be allowed under the Massachusetts DPW Standard Specification.

Each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified, for each item of work completed in accordance with the Drawings and Specifications including handling water and cleaning up all debris, excess materials and site restoration. The prices for those items which involved excavation shall include compensation for disposal of surplus material and installation of all necessary sheeting and bracing.

SUMMARY OF WORK

1.0 GENERAL

This section contains a summary of the work to be performed by the Contractor. The work described herein is an overview and details of such shall be contained in other Sections.

1.1 DESCRIPTION

In accordance with the bid/contract documents, the Contractor shall perform the task as outlined to produce a final product which is complete and in place and ready for operation. The Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to perform the work to be done under the contract and deliver it complete in every respect with the specified time.

2.0 MATERIALS

No materials are specified in this Section. Materials shall be specified in these bid/contract documents.

3.0 CONSTRUCTION METHODS

No construction methods are specified in this Section. Construction methods shall be as specified in these bid/contract documents or as approved by the Engineer.

4.0 MEASUREMENT AND PAYMENT

No measurement and payment are specified for Contract items in this Section. Measurement and payment for the work performed under this Contract shall be as specified in these bid/contract documents.

SUBMITTALS

1.0 GENERAL

1.1 DESCRIPTION:

This section specifies the types of submittals required throughout the project. The Contractor shall submit the following information in the manner described herein.

1.2 SHOP DRAWINGS:

Shop Drawings shall be submitted by the Contractor to the Engineer for all products specified within these bid/contract documents and indicated or implied on the drawings. The Shop Drawings shall be submitted at least ten (10) days prior to scheduled use of the product for review by the Engineer.

Each Shop Drawing shall include the specifications of the product, material content, physical and chemical parameters, testing results, dimensions, qualifications, color choices, samples (if specifically required), and drawings (if specifically required).

Exactly four (4) copies of Shop Drawing shall be submitted to the Engineer or designated representative. The submitted Shop Drawings shall be stamped and signed by the Contractor with a statement indicating that the Contractor has reviewed the Shop Drawings and accepted the product. Upon receipt of the Shop Drawings, the Engineer will review the product information to determine acceptability based on the Contract Documents. The Engineer shall return at least two (2) copies of the reviewed Shop Drawings to the Contractor with a memo detailing the Engineer's review. In the case that the Shop Drawing is rejected, the Engineer will return three (3) copies to the Contractor with a reasonable explanation as to why the product was rejected. The following comments shall be used to summarize the Engineer's review:

Approved – the Shop Drawing is accepted as submitted with no exceptions

Approved as Noted – the Shop Drawing is accepted as submitted under the condition that the noted corrections will be made as indicated

Revise and Resubmit – the Shop Drawing is rejected as submitted but may be revised and resubmitted for review

Rejected – the Shop Drawing is rejected as submitted; the product list is not acceptable

The Engineer reserves the right to reject a product which is not in conformance with these bid/contract documents or is not of the required quality to maintain the specified product requirements for a reasonable length of time. Any material or equipment installed before it is approved shall be removed and replaced by the Contractor with material or equipment acceptable to the Engineer at no additional cost to the City.

1.3 PROGRESS REPORTS:

The Contractor shall submit progress reports on a weekly basis to the Engineer. Summarize the events of the previous week, list materials and labor expended, daily quantities for the week, progress of work, problems encountered, significant site visitors, and predicted construction events for the upcoming week.

1.4 SCHEDULE:

The Contractor shall submit a comprehensive construction schedule to the Engineer for review due upon issuance of the Notice to Proceed at least ten (10) days prior to the start of work. The construction schedule shall demonstrate in detail the means by which the Contractor will perform the work specified herein in the time allotment stated in the Contract. The Contractor shall not begin any work until the Engineer has reviewed and approved the submitted construction schedule.

The construction schedule shall contain all significant tasks with anticipated start date and end date. The schedule shall identify landmark tasks, critical tasks, dependent tasks and duration for each task in days.

The Contractor shall submit an updated schedule each week with the progress report. The updated schedule shall include all information described above. If the Contractor fails to provide an updated completion schedule with his progress report no further payments will be made by the City of Marlborough until such time as a revised scheduled and report is submitted and approved by the City Engineer and/or his designee. If the updated schedule indicates that a delay is anticipated in the final end date, the Contractor shall submit to the Engineer a written reason for the delay, possible remedy, and justification for the new end date. The Engineer shall review the statement to determine if the Contractor is responsible for the delay. If the Contractor is found responsible, the Contractor shall be fined in accordance with the General Conditions.

If the Contractor is deemed not responsible, the contract duration will be extended in accordance with the General Conditions.

1.5 CERTIFIED PAYROLLS:

The Contractor shall submit to the City weekly certified payrolls no later than two weeks following the week of work performed. These payrolls shall be certified by the Contractor's payroll clerk. Minority work hours to date shall be provided with the payroll.

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

No construction methods are specified in this Section.

4.0 MEASUREMENT AND PAYMENT

No measurement and payment is specified in this Section.

CONTROL OF WORK

1.0 GENERAL

1.1 DESCRIPTION:

This section specifies the actions which shall be taken to control the work performed under this Contract.

1.2 RELATED SECTIONS

Attention is directed to the General Conditions, Supplemental General Conditions, Specific Conditions, and Contract Drawings.

2.0 MATERIALS

2.1 WATER

Water shall be used to control dust on a daily basis. Water shall be provided to the Contractor via city fire hydrants and supplied at no cost to the Contractor.

2.2 CALCIUM CHLORIDE:

Calcium chloride shall be used to control dust as necessary or as required by the Engineer. The chemical shall be pure and free from deleterious materials and contamination. The calcium chloride may be in liquid or flake form and shall meet the requirements specified in the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges M9.01.0

2.3 SEDIMENTATION FENCE

Sedimentation fencing and haybales shall be used downstream of the construction zone. Sedimentation fence shall be a prefabricated system incorporating Mirafi® 200X woven fabric or approved equal and 1-1/4" square hardwood post spaced 10.0 feet apart. Haybales shall be placed end to end with no gaps and staked with two 1-1/4" square hardwood posts so that all posts are spaced 18" apart.

2.4 SILT SACK

Catch basins shall be protected from siltation by using Silt Sacks® or approved equal, as shown on the construction plans or as directed by the Engineer. Silt Sacks shall be a woven polypropylene fabric with a 300 lb. tensile strength and a flow rate of 40 gallons per minute per square foot.

3.0 CONSTRUCTION METHODS

3.1 CONTROL:

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall keep the same under his personal control. He shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without the written consent of the Contracting Officer. The Contractor shall designate a Project Manager for the project. The Project Manager shall be at the site at all times when construction is taking place including work by subcontractors.

3.2 ADVERTISEMENTS:

No advertisements or company signs shall be displayed within the area of the work.

3.3 DUST CONTROL:

A systematic method of Dust Control shall be maintained by the Contractor, using water and/or calcium chloride as directed by the Engineer, in accordance with Section 440 of the 1988 edition of the Commonwealth

of Massachusetts Department of Public Works Standard Specification for Highways and Bridges, as amended or as otherwise approved by the Engineer.

Calcium Chloride shall be uniformly applied at the rate of 60 lbs./sq. ft. or at any other rate as directed by means of a mechanical spreader or other approved methods. At a minimum, Calcium Chloride shall be applied at the end of the work week over the reclaimed base.

Water shall be applied at locations, at such times and in the amount directed by the Engineer. At a minimum, water shall be applied at the end of each work day over the reclaimed base, Monday through Thursday. Watering equipment shall consist of pipeline, tanks, tank trucks, or other devices approved by the Engineer, which are capable of applying a uniform spread of water over the surface.

Water for dust control shall be made available to the Contractor, by the Department of Public Works – Water & Sewer Division at no cost to the Contractor. The Contractor shall notify the Water & Sewer Division one day in advance for the need to have access to a hydrant provided by the Water & Sewer Division. Water will only be made available to the Contractor between the hours of 8:00 A.M. to 2:30 P.M.. The Contractor will have to supply all the hydrant fittings and a hydrant meter capable of reading the water usage in cubic feet.

3.4 TRAFFIC CONTROL:

Traffic control, traffic patterns and/or traffic flow will be governed by the City Engineer. Consideration will be given to all parties in making final determinations.

All temporary barriers, traffic control signs and warning beacons will be provided and maintained by the Contractor, and shall be paid under the appropriate line item. The number of barriers, signs and beacons and their respective location will be determined by the City Engineer.

Emergency vehicles, school buses and residents adjacent to the work area shall be guaranteed access through the work area at all times, unless otherwise directed by the Engineer. No additional compensation will be allowed for maintaining said access.

The safe passage of pedestrian and vehicular traffic around the perimeter of the construction/ work area, within reasonable limits, shall be guaranteed at all times by the Contractor. Temporary pedestrian walkways may be required by the Engineer at no additional compensation to the Contractor.

3.5 POLLUTION CONTROL:

The Contractor shall maintain a clean and pollution free site at all times and under all conditions. Waste generated shall be contained on the site and removed on a daily basis. Storage of contaminated materials which have been found at the site and which could potentially contaminate soil and/or groundwater shall not be stored directly on the ground surface but shall be completely contained to the satisfaction of the Engineer. Such materials shall not remain on the site for extended periods of time.

Runoff from the construction site shall be controlled so as not to contaminate groundwater, surface water, soils or other environmental features. Silt Sacks shall be placed in all catch basins located within the project limits. Siltation fences shall be used as shown on the plans or as directed by the Engineer.

The sedimentation fence must be periodically inspected, cleaned, repaired or replaced to ensure that silt does not enter the resource areas adjacent to the construction site. Once the sedimentation fences and silt sacks have been installed the Contractor shall notify the Conservation Officer to have the site inspected. No excavation work can take place without the approval of the Conservation Officer. Should the Conservation Officer find

that the environmental controls are lacking, all work shall stop until the immediate repairs/replacement are made.

All equipment used for construction, stored at the site, or on the site for any reason shall be free from leaks of oil or hazardous materials and shall not generate excessive exhaust or smoke to pollute the air.

The noise generated by the construction operations at the site shall not be in excess of what is necessary to complete the work described herein. Excess noise due to faulty equipment will not be permitted.

3.6 SAFETY:

It is the responsibility of the Contractor to maintain the project in accordance with the following safety standard: Industrial Bulletin No. 12. Rules and Regulations for the Prevention of Accidents in Construction Operations (effective April 19, 1967 or latest) as published by the Massachusetts Department of Labor and Industries, Division of Industrial Safety.

All volatile waste shall be stored in covered metal containers approved by the Fire Department and shall be removed from the premises daily.

3.7 LIMITS OF WORK:

The Contractor shall keep all work within the limits of work as identified on the drawings and specified herein unless otherwise directed and approved by the City Engineer. Work outside the limits shall be controlled in accordance with this section and shall be restored to the conditions found prior to its disturbance.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

No measurement or payment shall be made for safety, traffic control, pollution control, or limits of work, which are all considered part of the Contractor’s responsibility.

Measurement for dust control shall be made based upon the pounds of calcium chloride placed.

Silt sacks shall be measured on a per catch basin basis. No measurement shall be made for replacement silt sacks.

4.2 PAYMENT:

Calcium Chloride for dust control shall be paid for at the contract unit price for Item 440. – Calcium Chloride for Roadway Dust Control.

Silt sacks for catch basin protection shall be paid for at the contract unit price for Item 697.1 – Silt Sack

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
440.	Calcium Chloride for Roadway Dust Control	Pound
697.1	Silt Sack	Each

MEETINGS

1.0 GENERAL

1.1 DESCRIPTION:

This section specifies the Contractor's responsibility with respect to kick-off meetings, construction progress meetings, close out meetings and other meetings related to the work contained in this Contract.

1.2 PRE-CONSTRUCTION MEETING:

The Contractor and all Subcontractors to perform work under this Contract shall attend a pre-construction meeting with the City, Engineer, and/or Designer. The meeting shall include a site visit and shall address start dates of construction, schedule, acceptable layout areas, and all issues regarding construction.

The pre-construction meeting shall be held no less than one week prior to start of any construction, delivery or storage of materials or equipment, or any work on the site.

1.3 PROGRESS MEETINGS:

During construction, progress meetings will be held weekly. The Contractor or his representative shall attend each progress meeting. The weekly progress report and schedule update shall be delivered to the City at least twenty-four (24) hours prior to each scheduled progress meeting. The purpose of the meetings is to review progress, address the concerns of the City, Design, and Contractor, and to review the schedule and related issues.

The weekly progress meeting shall be held at the site or at the City of Marlborough DPW at 135 Neil Street.

1.4 PROJECT CLOSE OUT MEETING:

At the end of construction and prior to the final payment to the Contractor, a project close out meeting shall be held. The Contractor shall attend this meeting. The purpose of the meeting is to review the finished work with respect to the Contract, develop a punch list of outstanding work to be performed, address problems and concerns with the quality or completeness of work, and review original schedule and final end date.

2.0 MATERIALS

No materials are specified in this section.

3.0 CONSTRUCTION METHODS

No construction methods are specified in this section.

4.0 MEASUREMENT AND PAYMENT

No measurement and payment specified in this section.

TEMPORARY FACILITIES

1.0 GENERAL

1.1 DESCRIPTION:

The work to be performed in this Section consists of providing temporary facilities for the duration of the construction period including the periods of site preparation and clean up operations. Temporary facilities include field offices, temporary utilities, sanitary facilities, and water for construction, storage areas, and temporary drainage.

1.2 FIELD OFFICE:

The Contractor may, at his discretion, provide and maintain a field office, with telephone, at the job site. Field and/or temporary offices shall be removed when no longer contributory to the project. The Contractor shall pay for all costs in connection with the construction, servicing, maintenance and removal of temporary offices. City facilities, including telephone, will not be available for use by the Contractor.

Construction shanties, sheds and temporary facilities provided for above, or for the Contractor's convenience, shall be located and constructed as approved by the City Engineer and the Building Commissioner and shall be maintained in good condition and neat appearance, including painting with two coats of approved paint of a color as selected and approved by the City Engineer.

1.3 TEMPORARY DRAINAGE:

The Contractor shall maintain open channels for the proper disposal of surface runoff. Sediment collecting in existing or new drainage structures shall be removed. No abutting property shall be adversely affected by the Contractor's inability to control the methods and procedures of construction.

1.4 WATER FOR CONSTRUCTION:

Water for construction shall be provided and metered by the City of Marlborough. However, the Contractor through means of water pumper truck or other equipment as needed (at the expense of the Contractor) shall apply and/or spread the water as directed by the City Engineer for dust control.

Any use of hydrants for water is expressly prohibited without a prior written request by the Contractor and written approval by the City Engineer. Use of temporary bypass water mains, hydrants, and services for construction water is prohibited. Any hydrants approved for use by the Contractor shall be opened and closed by the DPW on a daily basis.

1.5 MATERIALS STORAGE:

Material storage in the work area will be limited, at best, and will be under constant review by the City Engineer. Materials stored on site shall be the sole responsibility of the Contractor of record and will not be monitored by any agency of the City and its employees.

Temporary storage areas shall be cleaned and restored to original conditions upon completion of the work.

1.6 SANITARY FACILITIES:

The Contractor shall provide and maintain in a sanitary condition, enclosed, weather-tight, chemical toilets for the use of all construction personnel at a location within the contract limit lines. Installation of toilets shall be in accordance with all applicable codes and regulations of the authorities having jurisdiction. The number of facilities required shall be in accordance with State and local applicable codes.

2.0 MATERIALS

No materials are specified in this section.

3.0 CONSTRUCTION METHODS

No construction methods are specified in this section.

4.0 MEASUREMENT AND PAYMENT

No measurement and payment are specified in this section

SAFETY

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

Safety signing for Construction Operations shall include furnishing, positioning, repositioning, maintaining, and removing as needed and/or as directed: regulatory, warning, and guide signs together with their supports.

Reflectorized drums with warning lights shall be furnished, positioned, repositioned, maintained, and removed as needed and/or directed.

Payment for police details shall also be included as part of this section.

RELATED SECTIONS:

Attention is directed to the General Conditions, Supplemental General Conditions, Specific Conditions, and Contract Drawings. Other related sections include:

Section 0010 – Control of Work

2.0 MATERIALS

2.1 SIGNS:

Materials shall conform to Massachusetts Department of Public Works, Standard Specifications for Highways and Bridges, 1988, Section 828 and 840 and shall be in conformance with the Manual on Uniform Traffic Control Devices, latest edition. The entire area of the signs shall be reflectorized with reflective sheeting consisting of spherical lens elements embedded with a transparent plastic having a smooth, flat outer surface. The sheeting shall be weather resistant, having a protected pre-coated adhesive backing conforming to the applicable requirements of Federal Specification L-S-300A (current issue).

It is recognized that technological progress may develop new and satisfactory materials and nothing in this specification shall be interpreted to exclude new materials that are acceptable to the Engineer.

2.2 REFLECTORIZED DRUMS:

Non-metallic reflectORIZED drums shall conform to Massachusetts Department of Public Works, Standard Specifications for Highways and Bridges, 1988, Subsection M9.30.0. Newly developed products providing equivalent target value and stability that are acceptable to the Engineer may be used under this item.

All drums shall be equipped with functioning warning lights and shall conform to the MUTCD Subsection 6D-5 for Type A or Type C.

3.0 CONSTRUCTION METHODS

3.1 PERSONAL PROTECTION:

The Contractor, in general, is solely responsible for safety on the job site. The Contractor is required to comply with all OSHA health and safety regulations regarding personal protection of employees. Hard hats shall be worn at all times during construction operations. Additional personal protection equipment shall be donned as required according to the Contractor's approved Health and Safety Plan for this project.

3.2 SAFETY SIGNING:

The Contractor shall submit sign placement and sign size sketches showing the proposed sign setups to be used to provide the necessary traffic control and protection during the progress of the work. Signs not in effect shall be covered by the Contractor.

All signs shall be new and shall remain the property of the City of Marlborough when work is completed. The Contractor shall be responsible for transporting said signs to the Marlborough DPW, located at 135 Neil Street.

Signs which are damaged or are missing from their location shall be replaced by the Contractor without additional compensation.

All signs shall be maintained in a manner satisfactory to the Engineer, including the removal of dirt or road film that causes a reduction in sign reflective efficiency.

3.3 REFLECTORIZED DRUMS

All drums shall be maintained in manner satisfactory to the Engineer, including the removal of dirt or road film that causes a reduction in sign reflective efficiency. Any drum which is equipped with a non-functioning warning/flashing light shall be replaced as soon as possible. The number of and placement of drums shall be in accordance with the Manual on Uniform Traffic Control Devices (Part 6) or as determined by the Engineer and the Safety Officer.

3.4 POLICE DETAILS

The Contractor shall use police details for traffic control as directed by the Chief of Police or the Engineer. The Contractor shall schedule all details directly through the Police Department. A minimum of two hours notice is required for any detail cancellations. The City shall not reimburse the Contractor for any charges incurred as a result of the Contractor's failure to provide sufficient notice.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Measurement of Safety Signage for Construction Operation shall be based on the square footage in place, as determined by the Engineer or his designee.

Measurement for Safety Controls for Construction Operations shall be made as a lump sum. The use of Reflectorized Drums shall be paid for as part of Safety Controls for Construction Operations.

No measurement or payment shall be made for personal protection equipment. These items are considered the Contractor’s responsibility.

Measurement for police details shall be based on the number of hours worked by the detail officer.

4.2 PAYMENT

Payment for safety signage shall be based on the contract unit price per square footage of signage as described in Part 4.1 of this specification. The contract unit price per square foot shall include all hardware necessary for placement, including but not limited to fasteners and posts.

The Contractor shall be responsible for paying the detail officers for time worked. The City will reimburse, from the Police Detail line item, the Contractor for those costs upon submission by the Contractor of evidence that the detail officers were paid. There shall be no mark-up allowed for Contractor overhead, profit, or other cost. The Contractor shall only be reimbursed the actual invoiced cost of the detail officer.

4.3 PAYMENTS ITEMS:

<u>Item #</u>	<u>Item</u>	<u>Unit</u>
851.	Safety Controls for Construction Operations	LS
852.	Safety Signage for Construction Operations	SF
999.1	Police Details	Allowance

**SECTION 100
EARTHWORK, GRADING, DEMOLITION, RODENT CONTROL AND BORINGS**

**SECTION 101
CLEARING AND GRUBBING**

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of clearing, grubbing , cutting, removal and disposal of all vegetation and debris from the area either within or outside the Right-of-Way as shown on the plans or designated by the Engineer. The work shall also include the preservation from injury or defacement of all vegetation and objects designated by the Engineer to remain.

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

The burning of trees, brush, stumps, etc. will not be permitted. Any clearing for the Contractor’s convenience shall be done at his/her own expense. All such areas shall be restored to a condition acceptable to the Engineer including necessary mulching, seeding and planting without additional compensation.

Trees and shrubs that are specifically designated by the Engineer not to be cut, removed, destroyed or trimmed shall be saved from harm and injury.

All trees and material to be cleared shall become the property of the Contractor, and the satisfactory disposal of the materials shall become the responsibility of the Contractor.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Tree trimming shall only take place at locations designated by the Engineer.

Only such trees as have a shortest diameter of at least 9 inches and less than 24 inches shall be included in the item of Trees Removed (Diameter Under 24 Inches). Only such trees as have a shortest diameter of 24 inches or more shall be included in the item of Trees Removed (Diameter 24 Inches and Over). In both cases, the removal of the tree shall include the removal and satisfactory disposal of the trunk.

Where a tree consists of a single trunk extending more than a 3 foot vertical height above the average natural ground line, the shortest diameter shall be measured at the 3 foot level above the average elevation of the original ground. Any tree whose main trunk separates into multiple trunks or which has limbs or branches growing out from the main trunk below the 3 foot level defined hereinbefore shall have its shortest diameter measured at the lowest point on the main trunk where multiple growth or branching out begins. When multiple trunks with a common root system are separated at ground level each separate trunk shall be considered as an individual growth under these specifications.

4.2 PAYMENT:

Tree Trimming shall be paid as a lump sum for all tree trimming required. Only such trees as have a shortest diameter of 9 inches and over, measured as previously stipulated shall be included for payment. The removal of trees, including the stumps, shall be paid for at the respective contract unit price per each according to its size.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
102.2	Tree Trimming	Lump Sum
103.	Tree Removed (Diameter < 24 Inches) – w\ trunk	Each
104.	Tree Removed (Diameter ≥ 24 Inches) – w\ trunk	Each

SECTION 120 EXCAVATION

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of the excavation, removal and satisfactory disposal of all material necessary for the construction of the proposed work as shown on the Plans or as directed, except for those materials for which payment is specified under other items of the Contract.

When required, the Contractor shall so prosecute his work that traffic will be maintained over and through the work with a maximum of safety and convenience.

The sequencing of all excavation operations shall be such as to insure the most efficient utilization of excavated materials into embankments and the use of a minimum amount of borrow. All suitable materials obtained from the excavation or from removal of present structures shall be used either in the formation of embankments, shoulders, slopes, loam or clay hardening, etc., or for backfill under, over or around structures, pipe culverts or drains and at such other places as directed and the material shall be placed and compacted in a manner conforming to the specifications for the particular type of work required without additional compensation.

It shall be the Contractor's responsibility to dispose of material designated as unsuitable and any excavated material which is not required.

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

This work shall consist of excavation, disposal or compaction of all materials not being removed under some other item which is encountered within the limits of the Contract in accordance with these specifications and in close conformity with the lines, grades, thicknesses and cross sections shown on the plans or established by the Engineer. Materials from all classifications of excavations which are unsuitable, and any surplus of suitable materials material remaining after completing the formation of embankments, shoulders, approaches, widening of roadway or embankments slopes as directed or backfilling, will be known as waste and shall be disposed of by the Contractor outside the project area at his/her responsibility and expense, unless otherwise directed.

Pipes and structures scheduled to be excavated shall be removed and properly disposed of off site as the responsibility of the Contractor.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

All classes of excavation except topsoil will be measured in their original position by the cross-section methods except where such measurement is impractical the volume shall be measured by such other methods

as the Engineer may determine. In any case, payments will be made only for excavations to lines and grades as indicated on the plans or as directed.

4.2 PAYMENT:

All classes of excavation shall be paid for at the contract unit price per cubic yard of the particular type of excavation under Item 120.1 – Unclassified Excavation or 127.0 – Concrete Excavation.

In Contracts where ordinary borrow is required, excavated material taken by the Contractor with the prior written permission of the Engineer, and used on the project other than for forming embankments shall be paid for at the contract unit price for the purpose of which it is used, in addition to the payment to be made for excavation, provided that any additional filling material made necessary by such use shall be replaced except Bituminous Concrete by Cold Planner.

Drainage pipe scheduled to be removed, that is not in the same location as proposed pipe shall be paid for at the contract unit price per cubic yard for Unclassified Excavation. Drainage pipe and structures which are located either partially or wholly in the same location as proposed pipe or structures, payment shall be included in the payment of the respective installation. No compensation shall be made for the disposal of the excavated pipe or structures.

Materials such as gravel, sand, special borrow or impervious soil borrow obtained in excavation and used as gravel, sand, special borrow or impervious soil borrow shall be paid for only at the contract price for the purpose used.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
120.1	Unclassified Excavation	C.Y.
127.0	Concrete Excavation	C.Y.

**SECTION 140
EXCAVATION FOR STRUCTURES**

1.0 GENERAL

Excavation for foundations of bridges, culverts, pipe drains, masonry walls and other structures shall be made to the depth and lines indicated on the plans or established by the Engineer.

1.1 DESCRIPTION OF WORK:

Class A Trench Excavation shall include the removal and satisfactory disposal of all material, except Class B Rock Excavation that are encountered in the construction or demolition of masonry culverts and other structures having a clear span of less than 8 feet, masonry inlets, culvert ends, masonry walls, revetments, test pits, paved waterways, construction of drains for slope and subgrade stabilization and in the construction, widening, straightening, of deepening of drainage ditches and water courses in connection with pipes or structures having a clear span of less than 8 feet.

Test pits to locate underground services shall be excavated where directed and will be classed as Test Pits for Exploration. The Contractor shall take special care during the excavation to avoid

damage to any underground structures or utilities. When necessary the Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by permitting them to erect suitable supports, props, shoring or other means of protection. The Contractor shall be responsible for any repairs that may be necessary as a result of damage done to underground utilities as a result of the excavation for test pits.

Class B Trench Excavation shall include the removal and satisfactory disposal of all materials, except Class B Rock Excavation, encountered in the construction of drainage and water pipes greater than the 5 foot maximum depth specified in Section 200.

Class B Rock Excavation shall include the removal and satisfactory disposal when encountered in the excavation for drainage structures, fences, highway guard posts, bounds, pipes, ducts walls, open trenches and bridge structures of:

- (A) Boulders measuring 1 cubic yard or more and all solid rock that requires blasting or breaking by hand power tools (such as a jackhammer) prior to removal,
- (B) Masonry removed from the walls, covers and other portions of existing drainage structures, also plain and reinforced concrete pavements, and masonry removed from bridge structures.

Removal operations shall be so prosecuted that no damage will be caused to adjacent structures or property.

Trench Excavation for pipe laying in roadway cuts shall include only that portion of the trench which is below the roadway excavation except where the Engineer orders in writing, that the trench excavation and its backfill shall be completed before the roadway excavation is begun.

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

Trenches for pipes, structural pipes, arches and pipe arches shall be excavated to the required line and grade and of sufficient width to permit thorough tamping of backfill material under the haunches. Soft or unsuitable material existing below the required bedding grade shall be removed as directed and replaced with sand, gravel, crushed stone or other suitable material as directed by the Engineer, and thoroughly compacted. Rock or boulders shall be removed below the bedding grade.

All material excavated from pipe trenches and subdrains trenches and not used in the backfill of the trench will be used as part of the embankment, when deemed suitable for this purpose by the Engineer, and no deduction will be made from the in-place measurement of the embankment..

If cross pipes, conduit, drains or other unforeseen obstacles are encountered during the excavation, the proposed line and grade of the pipe may be altered, but only as directed by the Engineer.

When pipes, structural pipes, arches and pipe arches are to be installed in new embankment, the Contractor shall first construct and compact the embankment to an elevation at least 2 feet above the proposed flow line.

When culverts, storm drains or sewer pipes are to be installed in roadway areas on traveled ways, the edges of the trench through the pavement shall be cut to a neat line, using an approved pavement breaker or power saw.

Existing masonry structures to be removed shall be completely removed and the cavity shall be completely filled with selected excavated material placed in 6 inch layers and thoroughly compacted. The castings shall be

carefully removed and satisfactorily stored and protected until they are required for use or until they are removed from the project by the owners.

If rock is encountered as part of Class B Rock Excavation, and it may in the opinion of the Engineer, it may be used as a part of a base, footing, wing, or abutment of any structure, it shall not be removed.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

All classes of excavation for structures will be measured in their original position by the cross section method except where such measurement is impractical the volume shall be measured by such other methods as the Engineer may determine. In calculating excavation for structures the sides of the excavation will be considered vertical.

Where masonry is order removed from existing substructures, only the actual quantity ordered removed shall be measured for payment.

Excavations made outside the lines prescribed for payment will be considered as made for the Contractor's convenience and will not be included for payment under any item of excavation, nor will the refilling of any such area be included under any item of filling material.

Class A Trench Excavations shall be measured as follows: For masonry structures having a clear span of less than 8 feet, inlets and walls, a width of 12 inches outside the base of the masonry section shown on the plans and to the depth required. All other Class A Trench Excavation will be measured according to the amount of material removed to the lines and grade shown on the plans or as directed.

Class B Trench Excavations shall be measured as follows: For pipe culverts, drains and water pipes the depth of the excavation shall be measured from the bottom of the pipe barrel to the bottom of the roadway excavation or existing ground, whichever is lower, as determined above the centerline of the pipe, less 5 feet. The width of the excavation shall be 3 feet greater than the rated inside diameter of the pipe up to a point 3 feet above the bottom of the pipe barrel and a width above that point equivalent to the base width plus an allowance for 1 to 1 slopes on the sides of the trenches for the measured depth described above. If necessary to obtain a satisfactory foundation for pipe culverts, drains and water mains, trenches shall be excavated deeper than normally required for bedding the pipe and such excavation below the barrel of the pipe will be measured for payment under this item. The width of the trench shall be 3 feet greater than the rated inside diameter of the pipe and the depth shall be the actual depth as directed by the Engineer.

4.2 PAYMENT:

Excavation for structures shall be paid for at the contract unit price per cubic yard under the item for the particular type of excavation encountered. The unit price per cubic yard shall include all backfilling when the materials are obtained from excavation, all clearing and grubbing, all excavation for the structure formation of embankments, disposal of surplus material and the furnishing of all equipment, tools, labor and work incidental thereto.

Backfilling when not obtained from excavations shall be paid for at the contract unit price for the kind of material used.

Class A Trench Excavation shall be paid for at the contract unit price per cubic yard under Item 141. - Class A Trench Excavation, except where the depth of the excavation is greater than 5 feet. Class A Trench Excavation in excess of 5 feet shall be paid for at a price per cubic yard equal to 1-1/2 times the price bid per cubic yard for Class A Trench Excavation with the exception that no addition to the unit bid price will be allowed for excavation of open ditches that may exceed 5 feet in depth for excavation required for the construction of revetments regardless of the depth. Test pits exclusively for the purpose of locating existing underground structures and conduit, regardless of the depth, shall be paid for at the contract unit price per each under Item 141.1 - Test Pits for Exploration.

Class B Trench Excavation shall be paid for at the contract unit price per cubic yard under Item 142. - Class B Trench Excavation.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
141.	Class A Trench Excavation	C.Y.
142.	Class B Trench Excavation	C.Y.

**SECTION 150.
EMBANKMENT**

1.0 GENERAL

This work shall be performed in accordance with the lines and grades shown on the plans as directed. The Engineer shall determine the suitability of any excavated material for incorporation in any embankment material.

1.1 DESCRIPTION OF WORK:

If the Contractor desires to waste excavated material and provide borrow to replace it for his/her own convenience, he/she may do so only after obtaining the written approval of the Engineer and after satisfactory arrangements have been made for the measurement and disposal of the material.

When it is determined by the Engineer that there is not sufficient material available either from excavation within the Right-of-Way or the slope lines of the section under Contract for the formation of embankments, roadbeds in cut sections, foundations, shoulders, or backfill the Contractor shall obtain such additional material as may be necessary from outside the location, and this material will be borrow material.

2.0 MATERIALS

All embankment material, whether coming from excavation or borrow shall consist of solid, sound mineral aggregate. It shall be free from deleterious, organic, elastic or foreign matter and shall be adequately graded for satisfactory compaction into a stabilized soil structure.

These materials will be classified into particular groups according to AASHTO M 145, “The Classification of Soils and Soil Aggregate Mixtures for Highway Construction Purposes”.

All borrow material to be furnished shall meet the requirements specified in the following Subsections of Division III, Materials (MASSHighway - Standard Specifications for Highway and Bridges):

Ordinary Borrow	M1.01.0
Gravel Borrow	M1.03.0
Sand Borrow	M1.04.0 Type b
Crushed Stone for Drainage, Revetment and Water Work Foundation	M1.08.0

Reclaimed Pavement Borrow For Base Course meeting Subsection M1.11.0 may be substituted for Ordinary Borrow under the pavement areas.

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

Prior to starting the work, the Contractor shall obtain approval for the compaction equipment to be used. Each layer of embankment material shall be thoroughly compacted with power rollers or tamping rollers. Other equipment or equivalent compactive capacity may be used subject to trial on the project and approval by the Engineer. Compactive equipment will not be used for any other purpose during compaction operations.

The use of tractors, trucks, scrapers or other equipment designed primarily for purposes other than compaction and being used for purposes other than solely compaction will not be considered as compaction equipment, but traffic such as vehicles shall be distributed over this fill in such a manner as to take advantage of the additional compaction afforded thereby.

Sufficient leveling and compacting equipment shall be provided to do the work of spreading and compacting the material promptly after it has been deposited. When, in the Engineer's judgment, such equipment is inadequate to spread and compact the material properly, the Contractor shall reduce the rate of excavation and placing of the fill to a rate not to exceed the capacity of the leveling and compacting equipment or employ additional equipment.

Frozen material shall not be placed on embankments nor shall embankments be placed on material frozen to a depth of over three inches. Frozen excavated material, if suitable when dry, shall be allowed to thaw and dry and then be placed in the embankment. No compensation will be allowed for the storing and rehandling of these materials.

The embankment material shall be compacted to not less than 95 percent of the maximum dry density of the embankment material as determined by AASHTO Standard Method of Test 99, Method C at optimum moisture content.

The work may be ordered suspended if the weather and climatic conditions are such that the embankment and excavation cannot be performed in accordance with the specifications. No additional compensation will be allowed to the Contractor for such suspension of work. If the work is ordered suspended due to weather or other climatic conditions not under the control of the Contractor, an extension of time may be granted to the Contractor by the Engineer.

All backfill shall consist of suitable material uniformly distributed and thoroughly compacted. When suitable backfill material cannot be obtained from excavation, the material shall consist of satisfactory borrow.

When directed, mechanical tampers shall be used in compacting backfill for trenches, and in hard to reach areas around masonry. No backfill whatever shall be placed on or against structures, pipes or other masonry,

until permitted by the Engineer. It shall be formed of successive layers not more than six inches in depth, uniformly distributed and each layer thoroughly compacted.

Material used for backfilling, outside of the 12 inch envelope of bedding, shall contain no stone larger than 3 inches. In all cases, the filling material shall be thoroughly tamped. Puddling or jetting the backfill will not be permitted, except with written approval of the Engineer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

All borrow with the exception of sand borrow and crushed stone will be measured in place. When this method of measurement is impractical and the Engineer, prior to the start of construction, so directs and the Contractor agrees in writing, borrow with the exception of sand borrow and crushed stone, will be measured in its original position in the pit after stripping by the cross-section method.

When ordinary borrow is paid for as measured in place, it shall be measured from existing or compacted old ground surface to the lines and grades applicable under embankment as shown on the plans or as directed.

4.2 PAYMENT:

Payment for the formation of embankments as specified will be included in the items of excavation or borrow. Excavated material used with the permission of the Engineer for other than the formation of embankments shall be paid for as specified in Section 140 – Excavation for Structures and such payment shall include full compensation for the formation of the required embankment. The contract unit price for the aforesaid items shall constitute full compensation for the satisfactory performance and completion of the entire work.

Borrow shall be paid for at the contract unit price per cubic yard, complete in place, under Item 151 – Gravel Borrow, Type C or Item 151.22 – Gravel Borrow for Sidewalks, which shall include such test -pits and borings necessary to procure samples to establish the suitability of the materials and all stripping operations.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
151.	Gravel Borrow, Type C	C.Y.
151.22	Gravel Borrow for Sidewalks	C.Y.

**SECTION 170
GRADING**

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of the shaping, trimming, compacting and finishing of the surface of the subgrade, the grading and finishing of all unpaved shoulders and slopes, and the preparation of all areas for topsoil, loam, riprap or slope paving as shown on the plans or as directed, shall be constructed in accordance with these specifications and in close conformance with the lines, grades and typical cross sections shown on the plans or established by the Engineer.

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

All soft or spongy material below the subgrade shall be removed to a depth to be determined by the Engineer and backfilled with satisfactory material. The replacing gravel material shall contain no stone larger than 6 inches in its greatest dimension and shall be placed in layers not exceeding 8 inches in depth, compacted measurement.

Before surfacing or sub-base is spread, the sub-grade shall be shaped to a true surface conforming to the proposed cross section of the roadway and compacted in accordance with the provisions of Section 150. All depressions and high spots shall be filled with suitable material or removed and such areas again compacted until the surface is smooth and satisfactory compacted. A tolerance of ½ inch above or below the finished subgrade will be allowed provided that this ½ inch above or below grade is not maintained for a distance longer than 50 feet and the required crown is maintained in the subgrade. Any portion of the subgrade which is not accessible to a roller shall be thoroughly compacted with the mechanical tampers or by other adequate methods approved as satisfactory by the Engineer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

The grading and compaction of the subgrade will be measured by the horizontal square foot at the plane at the bottom of subgrade in all areas where a subgrade was placed.

4.2 PAYMENT:

Payment for the shaping and compacting of the subgrade as specified herein shall be included Item 170 - Fine Grading and Compaction – Subgrade Areas. The removal and disposal of material below subgrade shall be paid for at the contract unit price per cubic foot for the appropriate Excavation Items in Section 120.

Grading and finishing other than subgrade areas will be included in the price of the other respective items for the work involved.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
170.	Fine Grading and Compaction - Subgrade Areas	S.Y.

**SECTION 200
DRAINAGE**

**SECTION 201
BASINS, MANHOLES AND INLETS**

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of the construction of manholes, inlets and basins in accordance with the specifications, and in close conformity with the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Concrete for these structures shall meet the requirements of Section 901 Cement Concrete Masonry – Massachusetts Highway Department, Standard Specifications for Highway and Bridges. Other materials shall meet the requirements specified in the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Clay Brick	M4.05.2
Cement Concrete Block	M4.05.1
Precast Units	M4.02.14
Cement Mortar	M4.02.15
Reinforcing Bars	M8.01.1
Iron Castings	M8.03.0
Steel Castings	M8.03.2
Dry Stone Masonry	M9.04.9

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

Basins, manholes and inlets shall be built to the lines, grades, dimensions and design shown on the plans and as directed with the necessary frames, gratings, covers, hoods, etc., and in accordance with these specifications.

Excavation for basins, manholes and inlets shall be done in conformance with Section 140 – Excavation for Structures.

Bricks and concrete blocks shall be soaked in water before laying. A water connection to a City hydrant will be made available to the Contractor. All brick joints shall be thoroughly flushed full of mortar and no joint on the inside face shall be greater than 1/8 inch. After the bricks are laid, the joints shall be pointed on the outside. The outside shall be plastered with 1/2 inch thick mortar coat. Concrete block shall be used as an alternative to three rows of clay brick.

New precast catch basins shall be constructed with a four foot sump. The joints between precast sections of a structure shall be sealed to be water tight.

No structure shall be backfilled until all mortar has completely set.

Frame castings for basins, manholes and inlets shall be set in full mortar beds true to lines and grades as directed. Where directed the castings shall be temporarily set at such grades as to provide drainage during the construction. Cement concrete collars shall be placed around castings after the final setting of the casting as shown on the plan and as directed.

Weep holes shall be built into the walls of precast units. Each weep hole shall have a 4 inch opening to carry water through the wall of the structure. ½ Cubic yard of ¾" crushed stone shall be placed around the outside of each weep hole.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Measurement for installation and removal of structures shall be per unit complete. Transportation, delivery and installation of all castings will be in the contract unit bid price for the kind of structure involved.

4.2 PAYMENT:

The accepted quantities basins, manholes and inlets shall be paid for at the contract unit price each, complete in place, which shall not include the cost of the castings.

Payment for concrete dollars shall be included in the contract unit price of the structure involved.

When directed, the castings of drainage structures on roadways opened to traffic will be set to a temporary grade, and the unit will be considered complete in place and paid for at the contract unit price for the type of structure involved. At such time as the casting or structure is adjusted to final grade the work done shall be done and payment made under the provisions of Section 220- Adjustment, Rebuilding and Remodeling of Drainage Structures. Crushed stone for weep holes will be included in the price of the structures.

If material for backfill is obtained from borrow, it shall be paid for at the contract unit price per cubic yard or ton, as applicable, for the kind of borrow required.

Catch basins shall be paid for under the contract unit price for Item 201.5 - Catch Basin (Municipal Standard).

Gutter inlets shall be paid for under the contract unit price for Item 204.3 – Gutter Inlet (Municipal Standard).

Manholes shall be paid for under the contract unit price for Item 202.11 - Manholes (Municipal Standard).

Sanitary sewer manholes shall be paid for under the contract unit price for Item 202.10 - Sanitary Sewer Manhole.

Sanitary sewer manholes designated to be removed shall be paid for under the contract unit price for Item 210.2. - Sanitary Sewer Manhole – Remove & Stack

Furnishing new castings will be for at the contract unit price each under the items for Frame and Grate or Frame and Cover or 12 inch Hood.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
201.5	Catch Basin (Municipal Standard)	Each
202.1	Manhole (Municipal Standard)	Each
204.3	Gutter Inlet (Municipal Standard)	Each
210.	Sanitary Sewer Manhole	Each
210.2	Sanitary Sewer Manhole – Remove & Stack	Each

SECTION 220

ADJUSTMENT, REBUILDING AND REMODELING OF DRAINAGE STRUCTURES

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of rebuilding, removing, replacing and adjusted the masonry and castings of present structures, as required, to conform to newly proposed line and grade changes; to change in type of structure, or change in type of castings; all in accordance with these specifications and in close conformity with the lines and grades shown on the plan or established by the Engineer.

2.0 MATERIALS

Frames, Grates and Covers shall be as specified or equal as determined by the Engineer:

Sewer Frame and Cover	LeBaron LA268-0, stamped with SEWER
Drain Frame and Cover	LeBaron LA268-0, stamped with DRAIN
Drain Frame and Grate	LeBaron LF248-2
Hood	Ground Water Rescue, Inc., “The Eliminator”

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

When the line or grade or both the line and grade of the structure change by 6 inches or less, the structure shall be adjusted to line and grade. The masonry shall be removed to such depths as directed by the Engineer and new masonry shall be constructed to conform to the proposed design and in conformity with the requirements of the applicable part of Section 201 –Basins, Manholes and Inlets.

When the grade or line or both the line and grade of the structure change more than 6 inches, the structure shall be remodeled. The sloped masonry and the vertical masonry The masonry shall be removed to such depths as directed by the Engineer and new masonry shall be constructed to conform to the proposed design and in conformity with the requirements of the applicable part of Section 201 –Basins, Manholes and Inlets.

When a change in type of a structure is required, as converting a basin to a manhole, the masonry shall be removed to such a depth as directed by the Engineer and new masonry, including a brick invert shall be constructed to conform to the proposed design.

When in the judgment of the Engineer the masonry shows deterioration, the structure shall be rebuilt. The casting and deteriorated masonry shall be removed in a neat manner until a clean sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure. Gravel borrow shall be furnished for backfill where required when excavated material is unsuitable. The castings shall be set to line and grade with

a concrete collar and surfaced with a minimum on one and one half inches of Class I Bituminous Concrete Top Course as directed.

The new masonry construction, replacing of the casting, high early strength concrete collars, backfilling around structures and other incidental work shall be specified in Section 201.

The Contractor will be held responsible for the protection of the castings. Any frames, grates or covers damaged in any manner during the process of the construction shall be replaced with new castings by the Contractor, at the Contractor's expense

Prior to the actual removal of the present casting a count will be made and recorded of all castings which are in satisfactory condition for reuse. The Contractor shall supply the number of castings recorded in the initial count, when they are required for reuse or when they are to be removed from the project by the Owner.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

When the adjustment of structures to line and grade or both line and grade is greater than 6 inches, the structure will be included in the item for structure remodeled. Structures remodeled will be measured in place by the unit each, complete and approved.

Structures change in type will be measured in place by the unit each, complete and approved.

Structures rebuilt shall be measured by the average height in vertical feet and to the nearest ½ inch increment from the bottom row of rebuilt masonry to the bottom of the casting. The removal and resetting of the casting will be measured by the unit each, complete and approved for all work described above.

Transportation, delivery and installation of all new castings will be included in the contract unit price for the kind of structure involved.

Hoods shall be measured in place by each unit installed, complete and approved.

4.2 PAYMENT:

Structures rebuilt shall be paid for at the contract unit price under Item 220.2 – Drainage Structure Rebuilt.

Structures, changed in type shall be paid for at the contract unit price under Item 220.3 - Drainage Structure, Change in Type.

Structures remodeled shall be paid for at the contract unit price under Item 220.5 - Drainage Structure Remodeled or Item 220.8 – Sanitary Structure Adjusted/Remodeled.

Furnishing new castings shall be paid for at the contact unit price under Item 222.1 - Frame and Grate or Cover (Municipal Standard).

Castings removed and reset for Drainage Structures Rebuilt shall be paid for at the contract unit price each under Item 223.2 - Frame and Grate (or Cover) Removed and Discard.

Hoods shall be paid for at the contract unit price for Items 224.08, 224.12, 224.15 and 224.18 according to the size of each hood.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
220.2	Drainage Structure Rebuilt	V.F.
220.3	Drainage Structure Change in Type	Each
220.5	Drainage Structure Remodeled	Each
220.8	Sanitary Structure Remodeled	Each
222.1	Frame and Cover or Grate (Municipal Standard)	Each
223.	Frame and Grate or Cover – Remove & Reset	Each
223.1	Frame and Grate or Cover – Remove & Stack	Each
224.08	8” Hood	Each
224.12	12” Hood	Each
224.15	15” Hood	Each
224.18	18” Hood	Each

**SECTION 230
CULVERTS, STROM DRAINS AND SEWER PIPES**

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of the construction of culvert storm drains, sewer pipes, hereinafter referred to as “Pipe”, and flared end sections for Reinforced Concrete, P.V.C. or Metal Pipe, in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Materials shall meet the requirements specified in the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Reinforced Concrete Pipe	M5.02.1
Ductile Iron Pipe	M5.05.3
Mortar for Pipe Joint	M4.02.15
Reinforced Concrete Pipe, Flared Ends	M5.02.2
P.V.C. Pipe	M5.03.7

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

All work done to the water system shall conform to the Standards referenced in the Code of Marlborough – Chapters 510, Sewer and 551 Streets and Sidewalks and must be done by a contractor licensed with City of Marlborough as a Sewer and/or Drain Installer.

Excavation for Pipe shall be done in accordance with Section 140 – Excavation for Structures.

The bedding for the Pipe shall be shaped to conform reasonably close to the lower 10% of the pipe and recesses excavated for bells of bell and spigot pipes. All pipe shall be laid to the specified line and grade, with a firm bearing throughout each length and with bell ends uphill.

Drainage pipe shall be backfilled with gravel having no stone greater than 3 inches. Sewer pipe shall be enveloped with 12 inches of $\frac{3}{4}$ " crushed stone and backfilled with gravel having no stone greater than 3 inches.

The joint of reinforced concrete pipe shall thoroughly cleaned and wetted with water before being joined. Reinforced concrete pipe shall be joined using a flexible water tight rubber gasket conforming to ASTM C443 and the filling the joint be completed with cement mortar. The invert shall be kept smooth and free of obstructions.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Pipes shall be measured in place and the quantity to be paid for shall be the length actually constructed as directed within the limits specified below.

For measurement purposes the end of the pipe in closed structures shall be considered at the inside face of the wall and at masonry headwalls it shall be considered to be the face of the headwall.

Wyes will be measured in place by the unit each, complete and approved.

Subdrain connections to the drainage system will be measured in place and the quantity to be paid for shall be the length actually constructed including any connection pieces that may be required.

Sewer pipe will be measured in place and the quantity to be paid for shall be the total length of the sewer pipe installed once completed.

Trench Excavation in excess of 5 feet and rock excavation shall be measured as specified in Section 140 – Excavation for Structures.

4.2 PAYMENT:

Pipe culverts, pipe drains and pipe sewers shall be paid for at the contract unit price per foot of the kind of pipe required, installed and complete in place.

Wyes shall be paid for at the contract unit price per each, installed and complete in place.

Trench Excavation for pipe culverts, pipe drains and sewer pipes greater than a depth of 5 feet and rock excavation shall be paid for as specified in Section 140 – Excavation for Structures for Class B Trench Excavation and Class B Rock Excavation. No payment for trench excavation for pipes will be within 1 foot outside the base section of catch basins or manholes.

Backfill for trenches 5 feet or less in depth for pipe culverts, pipe drains and pipe sewers shall be included in the various items for pipe. Backfill for that part of a trench which is more than 5 feet in depth shall be included in the item for Class B Trench Excavation. If the material for backfill is obtained from borrow it shall be paid for at the contract unit price per cubic foot of the kind of borrow required.

Gravel Borrow shall be paid for in accordance with Section 150 – Embankment.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
238.08	8" Ductile Iron Pipe	L.F.
241.12	12" Reinforced Concrete Pipe	L.F.
241.15	15" Reinforced Concrete Pipe	L.F.
247.0818"x8"x6"	P.V.C. Wye	EA
250.06	6" P.V.C Sanitary Sewer Pipe	L.F.
250.08	8" P.V.C Sanitary Sewer Pipe	L.F.
265.06	6" Drsin Pipe Subdrain – Option	L.F.
272.	Drain Pipe – Remove & Dispose	L.F.

SECTION 300 COPPER TUBING

Item 34.075 Cooper tubing, Type K

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

The work to be performed under this section consists of furnishing the material, equipment, and labor to replace and/or install water services at the locations indicated on the Drawings as specified herein, and where directed by the Engineer.

1.2 RELATED SECTIONS:

Attention is directed to the General Conditions, Supplemental General Conditions, and Specific Conditions which are hereby made a part of this section.

1.3 REFERENCED STANDARDS:

City of Marlborough, Department of Public Works, Water Use Regulations

2.0 MATERIALS

2.1 SERVICE PIPING:

Service piping shall be cooper type k tubing. The service piping shall conform to the above- referenced standards for polyethylene with a pressure rating of 200 psi and a diameter of $\frac{3}{4}$ inch or 1-inch diameter as specified on the plans, or as directed by Engineer. Copper Tube sizes shall be used to allow the use of compression fittings without special adapters.

2.2 SERVICE BRASS:

All fittings, connections, corporations, curb stops, and service appurtenances shall be service brass as follows: Service brass shall conform to AWWA Standard C-800 (latest revision) and pack joint end connections shall

consist of Buna-N beveled gasket for watertight seal. An independent, split-clamp locking device or stainless steel beveled gripper shall be incorporated in the design for additional restraint. Ford, Mueller, or Red Hed service brass is accepted without substitute.

2.3 CURB BOX:

The curb box shall be as noted in the City of Marlborough Water Regulations

3.0 CONSTRUCTION METHODS

3.1 INSTALLATION OF SERVICE TUBING:

Care shall be exercised in the placing and laying of tubing to be sure that the pipe does not have kinks or is not placed on sharp stones or ledge which would cause damage to the pipe. Place in a 12-inch sand envelop around pipe, as shown on the Drawings, adjacent to, above and below the tubing. No stone shall be dropped on the tubing until the depth of backfill above the tubing is in excess of one foot.

Insert stiffeners shall be installed when compression connections are made to PVC pipe.

As part of replacement of the water service, a new curb stop shall be required. Relocation of a curb stop shall require new copper tubing between the old curb stop location and the new curb stop.

Make connections of new services with existing services unless otherwise directed by the Engineer. Use bushings and/or couplings as required to connect new tubing with existing services.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Measurement for payment of service connections shall be based on the appropriate linear foot actually installed.

No measurement shall be made for curb stops, as they are to be considered incidental to the installation of the proposed copper tubing.

4.2 PAYMENT:

Payment for water services shall be based on the contract unit price per linear foot installed and measured as described in Part 4.1 of this Section. The contract unit price shall include all excavation and backfilling, corporation stop and connection to water main, tubing (12-inch sand envelop typical) curb stop and box, blue metallic warning tape, removal and disposal of the existing curb stop and box, and lead services, and all materials, equipment and labor required to furnish and install water services.

4.3 PAYMENT ITEMS:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>
347.075	¾ In. Copper Tubing – Type k	LF

**SECTION 302.
WATER MAINS AND APPURTENANCES**

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

The work described herein consists of furnishing all labor, equipment, materials, and other incidental items to completely install and /or remove fire hydrants and associated appurtenances as indicated on the Drawings and as described herein.

1.2 RELATED SECTIONS:

Attention is directed to the General Conditions, Supplement General Conditions, and Special Conditions contained within these specifications

1.3 REFERENCE STANDARDS:

All products, materials and procedures shall conform to the following standards in their most current edition.

AWWA C502 - Dry Barrel Fire Hydrants.

1.4 SUBMITTALS:

Submit shop Drawings and product data in accordance with “Submittals” section of the specifications.

2.0 MATERIALS

2.1 GENERAL:

All products included in this section shall conform to the requirements of the standard specifications referenced herein.

Tees for hydrant branches and for stubs for future use shall have mechanical joints on the run with a plain end having an integral rotating gland on the branch. The gland will anchor mechanical joint pipe or valve ends to the plain end of the tee.

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

All work done to the water system shall conform to the Standards referenced in the Code of Marlborough – Chapters 608, Water and must be done by a contractor licensed with City of Marlborough as a Water Installer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Hydrants installed and/or removed shall be measured in place, complete.

4.2 PAYMENT:

Payment shall be made at the Contract Unit Price per each for hydrant installed.

Payment shall be made at the Contract Unit Price per each for each hydrant removed and stacked.

The existing water main in conflict with the proposed drain line will be removed and disposed of and paid for under the contract unit price for 8' Water Main – Remove and Dispose

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
376.	Hydrant	Each
376.2	Hydrant – Removed and Stacked	Each

**SECTION 403
RECLAIMED BASE COURSE**

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

This work shall consist of manufacturing a stabilized base course through the recycling a depth of 18 inches of existing pavement structure and acceptable sub-base material. The combination of pavement and sub-base material is to be uniformly crushed, pulverized and blended, then spread, graded and compacted to the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

All reclaim material shall conform to the requirements of following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges: M1.11.0

Aggregate for Crushed Stone for blending, used to correct gradation deficiencies shall conform to the requirements of following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:
M2.02.0 to M2.01.6

Aggregate for Dense Graded Crushed Stone for Sub-base shall conform to the requirements of following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges: M2.01.7

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

Reclaiming operations shall not be permitted when the existing pavement or sub-base contain frost, when the sub-base is excessively wet as determined by the Engineer, nor when the air or surface temperature is below 40°F.

Reclaiming operation shall not commence before April 15 and shall terminate on or before October 15, unless otherwise approved in writing by the Engineer.

Prior to starting the reclaiming operations, the Contractor shall locate and protect existing drainage and utility structures and underground pipe, culverts, conduit and other appurtenances. The locations of all castings removed shall given, in writing, to the Engineer.

The recycling equipment shall have a positive depth control to insure a uniform depth of processing. The equipment shall the ability to process the complete design depth specified into a homogeneous mass. It shall also be capable of crushing all oversized material encountered except ledge, or boulders larger than 8” in diameter.

A minimum of fourteen days prior to the proposed start of the work, the Contractor shall submit in writing to the Engineer for approval, a description of the specific equipment and construction method to be used to perform the work.

Failure to meet gradation requirements or an insufficient production rate may be considered cause for rejection of the equipment, the construction method or both. The Contractor shall then submit in writing to the Engineer for approval the changes which shall be incorporated to obtain satisfactory results.

Otherwise, failure to meet gradation requirements due to improper equipment or construction methods shall not constitute a reason for any additional compensation for the import and blending of any aggregate to meet the deficiencies.

At least one vibratory roller shall be used on each reclaimed surface, and shall have a compacting width of not less than 5 feet. Each roller shall have a gross mass of not less than 16 tons.

Approved equipment shall be maintained in satisfactory working conditions at all times.

All drainage, utility and municipal structures are to be referenced and lowered to a minimum depth 6” below the proposed reclaimed base course. Lowered structures shall be covered with steel plates. The Contractor will be responsible for the coordination with the respective utility companies for the lowering and raising of privately owned structures and gate boxes. The reclaiming operation shall not begin until all structures and boxes are lowered.

It shall be the Contractor’s responsibility to maintain drainage functioning properly in the areas under construction up to the time when the final system is put into use. Any drainage structure found to be deteriorated below the plated depth shall be rebuilt from the bottom of the deterioration to the plated depth.

Prior to the start of the reclamation process, the areas adjacent to the areas to be processed shall be saw cut full depth and the entire area to be reclaimed shall be made free all trash, sand, dirt, organic matter and other undesirable material, to the satisfaction of the Engineer.

Reclamation work shall be done on one-half the road width at a time. One way traffic will be allowed only during working hours with traffic police present. Two-way traffic shall be maintained at all other times. Suitable ramping shall be in place at the beginning and end of work zone to allow for smooth and safe travel. Ramping shall take place over a minimum of two feet.

Existing surplus reclaim material shall be used as directed by the Engineer, when available, at no additional compensation. All unsuitable material and/or excess reclaim material shall become the property of the Contractor to be properly disposed of outside the project limits.

The reclaimed material shall be rolled. Compacted and fine graded to the specified cross section(s) and/or grades shown or established by the Engineer.

At the end of each day's progress the Contractor shall apply water to the roadway to control dust. At the end of each work week the Contractor shall apply Calcium Chloride in accordance with the applicable provisions of Section 440 – Roadway Dust Control. The use of Calcium Chloride may also be directed by the Engineer more frequently than stated above should field conditions warrant a more aggressive means of dust control.

A grader, roller and water wagon shall be maintained on the project site during the reclamation process. The Contractor shall submit to the Engineer, in writing, a twenty-four hour availability telephone number for any emergency maintenance dictated by the weather conditions or as determined by the Engineer, for repair, compaction and dust control. Should the Contractor not respond to an emergency call and the Department of Public Work have to respond in the Contractor's place, the Contractor shall be responsible for all cost incurred by the Department of Public Work to respond to the emergency.

Both gradation and compaction tests at 50 foot interval, the exact location to be determined by the Engineer, with 97% compaction required, shall be required in the reclaimed base area.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Reclaimed Base Course shall be measured in place, to the limits specified on the plans or as directed by the Engineer. No deduction will be made for surface structures. The lowering and plating of the gates and structures will be considered incidental to this item and no additional compensation will be allowed.

Both gradation and compaction testing shall be included in the price specified for Item – Reclaimed Base Course and no measurement is required.

Structures raised from the plated depth to the bituminous concrete binder course elevation or the bituminous concrete top course elevation (in one operation) shall be measured as a remodeled unit each, complete and approved.

Structures adjusted from the bituminous concrete binder course elevation to the finished grade elevation shall be measured as an adjusted unit each, complete and approved.

Structures rebuilt shall be measured by the average height in vertical feet and tenth of a foot from the bottom of the deterioration to the plated depth. Structures damaged below the plated depth, due to the Contractor's negligence, shall be measured and deducted from the vertical foot measurement. Raising the structure from the plated depth will be measured as stated above for a remodeled unit.

Structures that require a new precast riser due to the existing structure being raised by multiple courses of brick and block and determined by the Engineer shall be removed to a height determined by the Engineer and raised using a precast riser. This said work shall be measured per vertical foot complete and approved..

4.2 PAYMENT:

The accepted quantity of reclamation as measured above shall be paid for at the contract unit price bid under Item 403 Reclaimed Base Course. This unit price shall include all compensation for crushing, pulverizing, blending, spreading, grading, compacting, blending with additional material to achieve proper base material as directed by the Engineer, moving the processed material to allow for modifications to the remaining sub-base and/or subgrade, moving reclaimed material from one location to another within the project and any incurred costs resulting from the Contractor’s decision to process off site.

The unit price bid shall also include compensation for all costs associated with the removal of the castings and the referenced, lowering and plating of the structures. It shall also include full compensation for all labor, tools, equipment, material and all incidental work necessary to complete the work as specified.

Removal and disposal of unsuitable material, surplus reclaim material, or any sub-base/subgrade material necessary for grade changes not shown on the Contract Drawings shall be included in the unit price per square yard for item 403-Reclaimed Base Course.

Grading and compacting the sub-base and/or subgrade resulting from the removal of unsuitable material shall be paid for at the contract unit price per square yard for Item 170. – Fine Grading and Compaction – Subgrade Areas.

Adjustment of drainage structures shall be paid for at the contract unit price each for item 220., Drainage Structure Adjusted.

Raising of lowered structures shall be paid for at the contract unit price each for Item 220.5 – Drainage Structures Remodeled.

Reclaimed base course shall be paid for at the contract unit price for Item 403. Reclaimed Base Course

Calcium Chloride for dust control shall be paid for at the contract unit price per pound for Item 440. – Calcium Chloride for Roadway Dust Control.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
120.	Unclassified Excavation	C.Y.
170.	Fine Grading & Compaction – Subgrade	S.Y.
220.	Drainage Structure Adjusted	Each
220.5	Drainage Structure Remodeled	Each
403.	Reclaimed Base Course	S.Y.
440.	Calcium Chloride for Roadway Dust Control	Lb.

SECTION 460
CLASS I BITUMINOUS CONCRETE PAVEMENT, TYPE I-1

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

The base and top course shall be composed of mineral aggregate, mineral filler and bituminous material. The base course shall be constructed in one or more courses as shown on the plans and as directed on the prepared or existing sub-base in accordance with these specifications and in close conformity with the lines, grades, compacted thickness and typical cross sections shown on the plans.

Trench Paving shall be done in accordance with plans and specifications for all utility work using a binder course bituminous concrete pavement mixture.

The Engineer may require the Contractor to remove and replace at their expense, an defective mix not conforming to the specified job mix formula within the stipulated tolerances, on the basis of the Department testing. If the mix is found not to be satisfactory, the Engineer may suspend the use of the mix from the Plant until any necessary changes have been made so that the mixtures do conform to the specified requirements.

2.0 MATERIALS

Materials shall meet the requirements specified in the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Mineral Aggregate	M3.11.04
Mineral Filler	M3.11.05
Bituminous Materials	M3.11.06

3.0 CONSTRUCTION METHODS

3.1 GENERAL:

The bituminous concrete courses shall be constructed in accordance with the relevant provisions of Section 460 – Class I Bituminous Concrete Pavement, Type I-1.

Prior to placement of the Bituminous Concrete Base Course the roadway pavement at the project limits shall be sawcut one foot from the edge of the reclaimed section of the roadway and the excess pavement shall be removed.

The equipment for spreading and finishing shall be mechanical, self-powered pavers, capable of spreading and finishing the mixture true to line, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope. The use of any other type of equipment for spreading and finishing shall require the prior written approval of the Engineer.

If at any time before the final acceptance of the work, any soft, imperfect places or spots shall develop in the surface all such places shall be removed and replaced with new material and then compacted until the edges at which the new work connects with the old becomes invisible.

The Contractor shall furnish, set and maintain all line and grade stakes necessary to guide the automated grade control equipment.

The Contractor shall submit for approval a schedule of proposed paving and compaction equipment. The schedule shall project approximate daily production for the “paving train” and provide sufficient data for proper evaluation of paving and compaction procedures.

The Contractor shall supply an approved dial type asphalt thermometer (range 50°F - 500°F) for each paving machine in operation on the project.

The mixtures shall be transported from the plant to the work site in vehicles previously cleaned of all foreign materials. A light coating of a suitable thin oil or approved soap solution may be used on the inside of the truck body, but no excess of lubricant will be allowed to accumulate in the truck body. During transportation of the mixture from the plant to the spreader on the work site, each load shall be fully covered at all times, without exception, with canvas or other suitable material of sufficient size and thickness to furnish complete protection. The mixture shall not be transported such a distance that segregation of the ingredients takes place or that a crust is formed on the surface, bottom or sides of said mixture which will not crumble or flatten out when the mixture is dumped or shall otherwise be deleterious to the mixture in place on the roadway.

The temperature of the mixture, with a tolerance of $\pm 15^{\circ}\text{F}$, when delivered at the project site will be governed by the temperature of the base upon which the mix is placed as follows:

Base Temperature °F on which mix is placed	Mat Thickness	
	1-1/2"	2-1/2"
35-40	305	290
40-50	300	280
50-60	295	275
60-70	285	270
70-80	280	270
80-90	270	265
90+	265	260

When it is required that the existing hardened surface shall be utilized as a base for the new pavement, a tack coat of bituminous material shall be uniformly applied by mechanical means to the present surface, at the rate of application of 1/20 a gallon per square yard of roadway and shall be applied immediately prior to laying the new course of pavement. The existing surface shall be clean of all foreign matter and loose material and shall be dry before the tack coat is placed.

The equipment for spreading and finishing shall be mechanical. Self powered pavers, capable of spreading and finishing the mixture true to line, grade, width and crown by means of fully automated controls for both longitudinal and transverse slope.

The pavers shall be equipped with hoppers and distributing screws of the reversing type to place the mixture evenly in front of adjustable screeds. They shall be equipped with a quick and efficient steering device and shall have reverse as well as forward traveling speeds..

The pavers shall employ mechanical devices such as equalizing runners, straight edge runners, evener arms or other compensating devices to adjust the grade and confine the edges of the mixture to true lines. They shall be capable of spreading the mixture without segregation in layers to the depths and widths required. They shall be equipped with automatic joint matching attachment for

use on adjacent mat or curb; automatic grade and slope controls with a floating beam mobile reference system with a minimum length of beam (“ski”) of 9 meters for averaging longitudinal errors in the grade over which paving is being performed. The joint matching attachment and floating beam mobile reference system shall be employed on all paving courses unless otherwise directed by the Engineer.

When extensions are added to the pavers, they shall be provided with the same vibrating screed tamper action as the main unit of the paver, except for paving variable width areas. The extensions shall also be equipped with a continuation of the automatically controlled spreading augers. The screed and any extensions shall be provided with an approved method of heat distribution.

The screed shall be adjustable for profile and shall have an indicating level attached.

An approved device will be required for heating the screed to the temperature required for the laying of the mixture without pulling or marring.

The terms “screed” including any “strike-off” device operated by cutting, crowding or other practicable action, which is effective on the mixtures at permissible workable temperatures without tearing, shoving or gouging and which produces a finished surface of the evenness and texture required.

The pavers shall operate while bituminous mixture is being spread at a speed which will produce a uniform surface texture free of any rippling or unevenness.

The paver employed on deep lift construction shall be capable of satisfactorily feeding the mix without intermittent stopping during the discharge of the mix from the trucks into the paving machine.

If during construction it is found that the spreading and finishing equipment in use leaves tracks or indented areas or produces other permanent blemishes in the pavement which are not satisfactorily corrected by the scheduled operations the use of such equipment shall be disconnected and other satisfactory spreading and finishing equipment shall be provided by the Contractor.

The mixture shall be placed and compacted only at such times as to permit the proper inspection and checking by the Engineer.

The mixtures shall only be placed in the work when they can be efficiently and satisfactorily placed by the methods stipulated herein. Unless otherwise permitted by the Engineer for special particular condition, only machine methods of placing shall be used.

The construction of bituminous concrete pavement shall terminate November 15 and shall not be resumed prior to April 1 except as determined and directed in writing by the Engineer depending upon the necessity and emergency of attendant conditions, weather conditions, and location of the project

When the air temperature falls below 50°F, extra precautions shall be taken in drying the aggregates, controlling the temperatures of the minerals, placing and compacting the mixtures.

No mixture shall be placed unless the breakdown and intermediate rolling can be completed by the time the material has cooled to 170°F and provided that the density of the completed pavement attains at least 95% of the laboratory compacted density.

The mixtures shall be placed only upon approved surfaces that are clean from foreign materials and dry, and when weather conditions are suitable. The Engineer may however, at the entire responsibility of the Contractor, permit work to continue when overtaken by sudden rain, but only with material which may be in transit from the plant at the time, and then only when the temperature of the mixture is within the temperature limit specified and the existing surface on the roadway is not excessively wet.

A tack coat shall be applied where required as per Subsection 460.62

The bituminous concrete shall be placed in courses as shown on the plans, as specified and as directed by the Engineer.

When an existing surface or new base upon which the bottom course is to be placed contains unsatisfactory irregularities, in the Engineer's judgment, such irregularities shall be eliminated by an adequate placing and compaction of mixture so as to furnish a surface with true contour and grade before placing any specified course of mixture.

The contact surfaces of bridge curbing, manholes, catch basins or other appurtenant structures in pavement shall be painted thoroughly with a thin uniform coating of bitumen just before any mixture is placed against them.

Any mixture which becomes loose or broken, mixed with dirt, or in anyway defective shall be removed and replaced with new mixture which shall be compacted to conform with the surrounding area. Areas of one square foot or more showing an excess of bitumen shall be removed and replaced.

All mixtures shall be deposited in an approved mechanical spreader and immediately spread thereby; and then struck off in a uniform layer to the full width required and of such depth that each course, when compacted, shall have the required thickness and shall conform to the grade and cross section contour specified.

The mixture shall be deposited in the center of the hoppers and care exercised to avoid overloading and spilling. The pavers shall operate, while the mixture is being spread, at a speed which will produce a uniform surface texture.

Immediately after any course is screeded and before roller compaction is started, the surface shall be checked, any irregularities adjusted, any accumulation from the screed removed by rake or lute, and all fat spots in any course removed and replaced with satisfactory material. Irregularities in alignment and grade along outside edges shall be corrected by the addition or removal of mixture before the edges are rolled. Indiscriminate casting of mix on the screeded surface, where irregularities are not evident, shall not be permitted.

All edges shall be true and uniform.

Spreading by hand methods will be permitted only for particular locations in the work which because of irregularity, inaccessibility or other unavoidable obstacles do not allow mechanical spreading and finishing.

After the paving mixture has been properly spread, initial compaction shall be obtained by the use of steel wheel rollers for initial and intermediate rolling shall have a mass of not less than 4.3 kilograms per millimeter width of the roller.

Vibratory rollers may be used on base, binder and surface courses subject to the conditions set forth herein. Vibratory rollers may be used may be of the single drum type pneumatic-tired drive wheels or the double steel drum type with vibratory mechanisms in one or both drums. All vibratory rollers shall have a static mass of at least 7.5 metric tons and shall be equipped with an automatic disconnect device to disconnect the vibratory mechanism when the roller is not in motion. They shall also be equipped with a manual over-ride device to disconnect the vibratory mechanism if the automatic device should fail.

All vibratory rollers shall also be equipped with the following equipment: a large and clearly visible speed indicator; an amplitude setting indicator and a frequency setting indicator. They shall also have instructional plates attached which shall include operating instructions and recommended amplitude and frequency settings. A vibratory tachometer shall also be provided with each roller for use by the Engineer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Bituminous concrete shall be measured by the ton and shall be actual and verified tonnage, complete in place and approved. The quantity shall be determined only by weight slips that have been properly countersigned by the Engineer at the time of delivery.

Bitumen used for tack coat, if required by plans or specifications or ordered by the Engineer, will be measured as specified.

Measurement for sealing pavement joints in bituminous concrete shall be by the length of the sealed joint in feet.

Measuring bituminous concrete and cement concrete that has been sawed shall be measure per foot for the actual length of the saw cut made for each line of the area to be sawcut.

4.2 PAYMENT:

The bituminous concrete, determined as provided above, will be paid for at the contract unit price, will be paid for at the contract unit price ton of the kind of bituminous concrete required, complete in place.

Bitumen as specified herein to be paid for as tack coat, if required, will be paid for at the contract unit price per gallon under the Item Bitumen for Tack Coat, complete in place.

Sealing of pavement joints will be paid for at the unit bid price and shall be complete payment for sealing the joint with hot poured rubberized asphalt sealer and all incidentals required to complete the item.

Sawing Bituminous Concrete shall be paid for at the unit bid price per linear foot for Item 482.3 Sawing Bituminous Concrete.

Sawing Cement Concrete shall be paid for at the unit bid price per linear foot for Item 482.4 Sawing Cement Concrete.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
460.	Class I Bituminous Concrete Pavement Type I-1	Ton
464	Bitumen for Tack Coat	Gallon
472.1	Class I Bit. Conc. Mixture (Various)	Ton
482.2	Hot Poured Rubberized Asphalt Sealer	L.F.
482.3	Sawing Bituminous Concrete	L.F.
482.4	Sawing Cement Concrete	L.F.

SECTION 470 CLASS I BITUMINOUS CONCRETE BERM

1.0 GENERAL

Bituminous concrete berms shall consist of Class I Bituminous Concrete, Type I-1, in accordance with the details of design as shown on the plans.

2.0 MATERIALS

The materials to be incorporated in the mix and the composition of the mix shall conform to the relative requirements of the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges, M3.11.00 for either top course or dense mix.

3.0 CONSTRUCTION METHODS

The foundation for bituminous concrete berm shall be as shown on the plans or as directed, conforming to the requirements for the particular type of berm specified.

Bituminous Concrete Curb shall be placed and compacted with a machine acceptable and approved by the Engineer. The machine shall be capable of spreading the bituminous mixture true to line and grade and to the shape stipulated as shown on the plans.

The Contractor shall take necessary steps to protect the bituminous concrete berm for any defects in the finish. Any sections that are damaged, prior to the placement of the top course of pavement on the roadway, are to be removed and shall be replaced in such a manner that the repair is satisfactory to the Engineer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

The quantity of bituminous concrete berm will be measured by the linear foot complete and in place.

4.2 PAYMENT:

Bituminous Concrete Berm will be paid for at the contract unit price per linear foot as shown on the plans under the item for Class I Bituminous Concrete Berm – Type A (Modified) or Bituminous Concrete Curb – Type 3, as specified on the plans.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
470.2	Class I Bituminous Concrete Berm- Type A (Modified)	L.F.
570.3	Bituminous Concrete Curb – Type 3	L.F.

**SECTION 500
CURB AND EDGING**

**SECTION 501
CURB, CURB INLETS AND EDGING**

1.0 GENERAL

This item of work shall consist of furnishing and setting curb and edging in a full bed of mortar and bituminous concrete curb which is placed on a bituminous concrete base, in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Materials shall meet the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Granite Curb	M9.04.1
Granite Edging	M9.04.2
Granite Curb Inlets	M9.04.5
Mortar	M4.02.15
Gravel	M1.03.0, type C

Granite edging shall meet the following dimensional requirements: 4” thickness, 12” depth (placed to produce a 6” reveal), and length not less than 6 feet, 2 feet length will be allowed on radius of less than 10 feet or as directed by the Engineer).

3.0 CONSTRUCTION METHODS

The trench for the curb shall be excavated to a width of 20 inches. The sub-grade of the trench shall be a depth below the proposed finished grade of the curb equal to 6 inches plus the depth of the curbstone.

The foundation of the curb shall consist of gravel spread upon the sub-grade and after being thoroughly compacted by tamping shall be 6 inches in depth. The gravel foundation for edging shall

be as shown on the plans and shall be thoroughly rammed or tamped until firm and unyielding. Granite edging shall be placed upon a mortar bed as shown on the plans. The foundation base shall be set so that the curbing and/or edging is completely supported throughout its length and so that the curbing or edging can be set to the line and grade required as shown on the plans unless otherwise directed. Curbing and edging shall be set so that the gap between them is no greater than ¼ of one inch.

After the curb and edging is set, the space between it and the wall of the trench shall be filled with gravel thoroughly and tamped to the depth directed, care being taken not to affect the line and grade of the curb or edging.

The joints between the curbstone (both front and back) or edging shall be carefully filled with cement mortar and neatly pointed on the top and front of the exposed portions. After pointing, the curbstone or edging shall be satisfactorily cleaned of all excess mortar that may have been forced out of the joints.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

The length of the curb and edging shall be measured along the front face of the curb and edging, except that where the edging is set on a curve having a radius of 10 feet or less the measurement shall be made along the edging at the lowest exposed level after completion of shoulder or pavement.

Granite Curb Inlets shall be measured by each unit installed, complete.

4.2 PAYMENT :

Granite curbing shall be paid for at the contract unit price per linear foot under the item for each particular type of curb.

Granite Curb Inlets shall be paid for at the contract unit price for each unit installed, complete.

The initial excavation, except Class A Excavation, when done in conjunction with excavation for sub-base shall be paid for under the appropriate excavation item. The price of the curbing will include compensation for any other required excavation.

Gravel borrow for the foundations and backfilling shall be paid for at the contract unit price per cubic yard under the item for gravel borrow..

Rock excavation, if necessary, shall be paid for at the contract unit price per cubic foot under the item for Class A Rock Excavation.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
504.	Granite Curb Type VA4 – Straight	L.F.
504.1	Granite Curb Type VA4 – Curved	L.F.
509	Granite Curb for Wheelchair Ramps – Straight	L.F.
514.	Granite Curb Inlet – Straight	EA,

121.	Class A Excavation	C.Y.
151.	Gravel Borrow	C.Y.

**SECTION 580
CURB OR EDGING REMOVED AND RESET;
REMOVED AND STACKED OR REMOVED AND DISCARDED**

1.0 GENERAL

This work shall consist of removing the present curb or edging of every type and resetting or stacking them or discarding them in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Curb and edging shall consist of so much of the same as is suitable, in the Engineer's judgment to be reset or stacked.

3.0 CONSTRUCTION METHODS

A trench of sufficient width and depth shall be excavated so that the present curb or edging can be removed without damage.

The Contractor shall protect all curbing or edging and keep it in satisfactory condition until the acceptance of the entire contract. Particular care will be required to prevent discoloration of the curb or edging. Granite curbing or edging scheduled to be removed and reset shall be re-used at the same location as it was removed from.

The Contractor shall replace any curbing or edging that is to be reset which is lost or damaged as a result of his/her operations, or because of his/her failure to store and protect in a manner that would eliminate its loss or damage.

Granite curb and edging which needs to be adjusted in length shall be altered by cutting in order to fit closures as necessary.

The construction method for resetting all curbing and edging, in the final location, shall conform to the requirements of Section 501 – Curbing and Edging.

The Contractor shall accept and hold entire responsibility for the removal, handling, stacking at a location convenient for removal by the owner and protection of all curbing or edging until its final removal.

Any curbing or edging deemed by the Engineer to be discarded will be the Contractor's responsibility to dispose of any discarded curb or edging without any additional compensation.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

The quantity of curb or edging to be paid for will be the length actually removed and reset and measured as specified in Section 501 – Curb and Edging.

The quantity of curb and edging measured will be the length actually removed and stacked, and measured along the front arris line at the location stacked.

The quantity of curb or edging removed and discarded will be the length ordered to be removed and actually removed, but not included for payment under items Removed and Reset or Removed and Stacked.

4.2 PAYMENT :

Removing and resetting curb and edging shall be paid for at the contract unit price per foot of Curb Removed and Reset or Edging Removed and Reset at new location.

Removing and stacking curb and edging shall be paid for at the contract unit price per foot under the respective item.

Removing and discarding curb and edging shall be paid for at the contract unit price per foot under the respective item.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
580.	Granite Curb Removed and Reset	L.F.
121.	Class A Rock Excavation	C.Y.
151.	Gravel Borrow	C.Y.

**SECTION 664
CHAIN LINK FENCE AND GATES**

1.0 GENERAL

This work shall consist of the construction of chain link fence and gates in accordance with these specifications, and in close conformity with the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Materials shall meet the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

3.0 CONSTRUCTION METHODS

In accordance with Section 860 of the 1988 edition of the Commonwealth of Massachusetts Department of Public Works Standard Specification for Highways and Bridges, as amended or as otherwise approved by the Engineer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Chain Link Fence will be measured, approximately parallel to the ground by the linear foot of completed fence, exclusive of openings from outside to outside of end posts.

Gates with gate posts will be measured between centers of the gate posts.

Cement concrete used in the erection of fences and gates shall be incidental to the item and shall not be measured for payment..

4.2 PAYMENT :

Chain Link Fence and Gates will be paid for at the contract unit price per linear foot, complete in place and include all incidental required to complete the work in a satisfactory manner.

Chain Link Fence End Posts will be paid for at the contract unit price per each, complete in place and include all incidental required to complete the work in a satisfactory manner.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
645.048	48" Ch. Lk. Fen. (Pipe Top Rail) (Line Post opt.)	L.F.
650.036.	48" Ch. Lk. Gate with Gate Post	L.F.
652.048	48" Chain Link Fence End Post	EA.
669.	Fence – Removed and Stacked	L.F.

**SECTION 685
FIELD STONE MASONRY**

1.0 GENERAL

This work shall consist of construction of field stone masonry consisting of angular blasted or field stones having straight edges but faces not necessarily rectangular in shape, laid either in cement mortar or dry or the reconstruction of walls by removing and rebuilding of present stone masonry and balance stone walls. Walls shall be built in accordance with these specifications, and in close conformity with the lines and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Materials shall meet the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Stone for Field Stone Masonry	M9.04.4
Mortar	M4.02.15

3.0 CONSTRUCTION METHODS

Selected stone, roughly shaped to provide suitable exposed faces, shall be used at all angles and ends of walls. All stones from present walls to be rebuilt shall be removed and used to rebuild the

new walls in addition to furnishing such new stone as may be necessary to provide rebuilt walls of uniform appearance and cross sectional dimensions throughout their length.

All shaping of stones shall be done before the stone is laid in the wall. If a stone is loosened after the mortar has set, it shall be removed, the mortar cleaned off and the stone relaid in fresh mortar.

Stone for dry stone walls shall be laid so as to break joints and all vertical spaces shall be packed full with spalls. No spalls shall be allowed in the beds. Headers shall occupy at least $\frac{1}{4}$ the face area of the wall and shall be evenly distributed. Headers in walls 2 feet or less in thickness shall extend entirely through the wall.

The stone shall be laid and the face pattern shall be uniform appearance throughout. The stone shall decrease in size from bottom to top of wall. The stone shall be laid on horizontal beds parallel to the natural bed of the stone. Vertical joints shall be broken by at least 6 inches and no vertical joint shall be directly above or below a header. Each stone to be set in mortar shall be cleaned and thoroughly wetted before being set. They shall be set on a full bed of mortar, and mortar joints shall be full and the stone settled in place before the mortar has set. The wall shall be compactly laid having all interior joints completely filled with suitable stone or spalled thoroughly bedded in mortar. Weep holes shall be constructed as directed.

A trench for rebuilding balance stone walls shall be excavated to a minimum depth of 1 foot as directed and to a width sufficient to place the largest bottom stone of the present wall. All the stone from the present walls to be rebuilt shall be removed and used to rebuild the new wall in addition to furnishing such new stone as may be necessary to provide rebuilt walls of uniform appearance and cross sectional dimensions throughout their length.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Field stone masonry will be measured by the cubic yard and the quantity shall be the number of cubic yards in the completed structure, complete in place and accepted. The limiting dimensions shall not exceed those shown on the plans or ordered by the Engineer

Balance Stone Walls Removed and Rebuilt will be measured in place and shall be the length of balance stone walls rebuilt.

Cement concrete shall be measured by the cubic yard and the quantity shall be determined in accordance with the dimensions shown on the plans and such alterations of the plans as are specifically ordered by the Engineer in writing.

4.2 PAYMENT :

Field stone masonry will be paid for at the contract unit price per cubic yard under the item for Field Stone Masonry in Cement Mortar or Field Stone Masonry, Dry.

Balance Stone Walls Removed and Rebuilt will be paid for at the contract unit price per linear foot, complete in place.

Excavation will be paid for at the contract unit price per cubic yard under the item for Class A Trench Excavation or Class B Rock Excavation.

Cement concrete will be paid for at the contract unit price per cubic yard under the Item 904.1 5000 p.s.i. ¾”, 705 Cement Concrete Masonry

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
685.	Field Stone Masonry in Cement Mortar	C.Y.
691.	Balance Stone Wall – Remove and Rebuild	L.F.
904.1	5000 p.s.i. ¾”, 705 Cement Concrete Masonry	C.Y.
141	Class A Trench Excavation	C.Y.
144.	Class B Rock Excavation	C.Y.

**SECTION 700
INCIDENTALS**

**SECTION 701
SIDEWALKS, WHEELCHAIR RAMPS AND DRIVEWAYS**

1.0 GENERAL

This work shall consist of the construction of bituminous concrete or cement concrete sidewalks, wheelchair ramps and driveways in accordance with these specifications and in close conformity with the line and grades shown on the plans or established by the Engineer.

2.0 MATERIALS

Materials shall meet the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Gravel Borrow	M1.03.0 – Type B
Cement Concrete, Air-Entrained (4000 psi, ¾”, 610)	M4.02.00
Preformed Expansion Joint Filler	M9.14.0
Class I Bituminous Concrete	M3.11.00

Bricks scheduled to be removed and reset shall utilize the existing bricks.

3.0 CONSTRUCTION METHODS

The subgrade for the sidewalk, ramps and driveways shall be shaped parallel to the proposed surface of the walks, ramps and driveways and thoroughly compacted. All depressions occurring shall be filled with suitable material and again compacted until the surface is smooth and hard. After the subgrade has been prepared, a foundation of gravel shall be placed upon it. After being compacted thoroughly, the foundation shall be at least 8 inches ion thickness and parallel to the proposed surface of the walk.

Side forms and transverse forms for concrete sidewalks and wheelchair ramps shall be smooth, free form warp, of sufficient strength to resist springing out of shape, of a depth to conform to the thickness of the proposed walk or ramp and of a type satisfactory to the Engineer. All mortar or dirt shall be completely removed from the forms that have been previously used. The forms shall be well

staked and thoroughly grades and set to the established lines with their upper edge conforming to the grade of the finished walk or ramp which shall have sufficient pitch to the roadside edge to provide for surface drainage but not to exceed 1.6% unless otherwise directed.

Prior to placing concrete all forms shall be checked for compliance with applicable handicap regulations and shall be oiled.

The concrete shall be placed in alternate slabs 30 in length except as otherwise ordered. The slabs shall be separated by transverse preformed expansion joints $\frac{1}{2}$ " in thickness. Forms and expansion joints shall also be used to isolate an area 1 foot around utility poles and hydrants located in concrete sidewalk areas. In area where utility structures are located in the sidewalk, the entire sidewalk square shall be formed separately and expansion joints shall be utilized around the structure as well as on all transverse sides of the sidewalk square.

Wheelchair ramps shall be constructed separately from the adjacent sidewalk and the transverse sides of the wheelchair ramps shall have an expansion joint installed as part of the wheelchair ramp construction.

The concrete shall be placed in such a quantity that after being thoroughly consolidated in place it shall be 4 inches in depth on sidewalks and 6 inches in depth at driveways and islands. No finishing operation shall be performed while free water is present. After water sheen has disappeared, edging operations shall be performed, where required, shall be completed, and then the surface shall be floated. Immediately following the floating, the surface shall be steel-troweled. If necessary tooled joint and edges shall be rerun before and after troweling to maintain uniformity. After troweling, the surface shall be brushed by drawing a soft-bristled pushbroom with a long handle over the surface of the concrete to produce a nonslip surface.

The surface of all concrete walks shall be uniformly scored into block units of areas not more than 35 square feet. The depth of scoring shall be at least one quarter of the thickness of the concrete walk.

The finished concrete surface shall be done by experienced and competent finishers approved by the Engineer.

When completed the walks shall be kept moist and protected from traffic and weather for at least 3 days. The Contractor shall be responsible for replacing any damaged sections of concrete at his/her expense.

Bituminous concrete walks and driveways shall be laid in two courses as shown on the construction plans or as directed by the Engineer and shall be constructed to have sufficient pitch to the roadside edge to provide for surface drainage but not to exceed 1.6% unless otherwise directed.

Bituminous concrete walks and driveways shall be rolled with a self propelled tandem roller weighing not less than 3 tons or more than 5 tons, or an approved roller as designated by the Engineer.

The area of the brick walkway scheduled to be removed and replaced, shall be carefully disassembled and protected from damage while being stockpiled. Bricks shall be replaced and arranged so that the brick pattern which existed before construction is preserved. The area on which the bricks shall lay shall be graded as part of this item so that there is a smooth transition from the back of sidewalk to the existing brick pad. Unused bricks shall be left on site for the homeowner.

When tested with a 10 foot straightedge placed parallel to the centerline of the courses, there shall be no deviation from a free surface in excess of 1/4".

Extreme care should be taken when removing, stacking and resetting the monument located in the island at the intersection of Union Street and Hudson Street.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Concrete walks, Brick walkways and wheelchair ramps will be measured in square yards.

Bituminous concrete walks and driveways will be measured by the ton.

Gravel Borrow will be measured by the cubic yard as specified in Subsection 150 – Embankment. Fine Grading and Compaction will be measured by the square yard.

4.2 PAYMENT :

Concrete Sidewalks, Wheelchair Ramps, Brick Walks and Driveway Aprons shall be paid for at the contract unit price per square yard..

Bituminous Concrete Walk Surfaces and Driveways shall be paid for at the contract unit price per ton.

Brick walkways to be removed and reset, shall be paid for at the contract unit price for Item 706.1 – Brick Walkway – Removed & Reset.

Gravel shall be paid for at the contract unit price per square yard under Item 150.1 Gravel Borrow – Type C.

Fine Grading and Compaction shall be paid for at the contract unit price per square yard under Item 170 - Fine Grading and Compaction – Sub-base Areas

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
701.	Concrete Sidewalk	S.Y.
701.1	Concrete Sidewalk at Driveways	S.Y.
701.2	Concrete Wheelchair Ramp	S.Y.
702.	Bituminous Concrete Walk Surface	Ton
703.	Bituminous Concrete Driveway	Ton
706.	Brick Walk	S.Y.
706.1	Brick Walk – Removed & Reset	S.Y.
120.1	Unclassified Excavation	C.Y.
151.	Gravel Borrow – Type C	C.Y.
170.	Fine Grading and Compaction – Sub-base Areas	S.Y.

SECTION 715

**RURAL MAILBOXES REMOVED AND RESET
SIGNS REMOVED AND RESET**

1.0 GENERAL

This work shall consist of removing and resetting present mailboxes and existing signs in accordance with these specifications and in close conformity with the lines and grades established by the Engineer.

2.0 MATERIALS

Materials shall meet the requirements specified on the plans.

3.0 CONSTRUCTION METHODS

Affected mailboxes shall be removed together with the posts, and the holes filled with suitable material and properly tamped. Mailboxes shall be set in temporary locations as directed by the Engineer. In their final permanent location the present mail box shall be set on a new wooden base or reuse the existing mail box post should the homeowner require it. Mail box posts located in the sidewalk shall be inserted into a sleeve which will allow for future replacement of the post without damaging the sidewalk. Signs shall be reset with a break-away connection at ground level.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

The number of units to be paid for will be determined by the number of mailboxes removed and reset and the number of signs removed and reset.

4.2 PAYMENT :

Payment for this work will be made under the contact unit price for Rural Mailbox Removed and Reset and Sign Removed and Reset accordingly. In both situations, the contract unit price shall include full compensation for setting the mail box and sign in their temporary location.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
715.	Rural Mailbox – Removed and Reset	Each

**SECTION 748
MOBILIZATION**

1.0 GENERAL

This item shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site for the work and operations associated with the project that must be performed or for costs must be incurred prior to beginning the work.

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

The work required to provide mobilization shall be done in a safe and workmanlike manner and shall conform to any pertinent local or state law, regulation or code. Good housekeeping consistent with safety shall be maintained.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Payment for mobilization will be made on a lump sum basis.

4.2 PAYMENT :

Payments shall be made in accordance with the following schedule:

1 st Payment	¼ of the lump sum value or 1% of the total bid price, whichever is less
2 nd Payment	¼ of the lump sum value or 1% of the total bid price, whichever is less, provided that 5% of the total project value is completed
3 rd Payment	¼ of the lump sum value or 1% of the total bid price, whichever is less, provided that 10% of the total project value is completed
4 th Payment	Remainder of the lump sum price

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
748.1	Mobilization	L.S.

**SECTION 751
LOAM BORROW, PLANTABLE BORROW, PROCESSED PLANTING
MATERIAL OR TOPSOIL REHANDLED AND SPREAD
AND PLANTING TREES, SHRUBS AND GROUNDCOVER**

1.0 GENERAL

This work shall consist of furnishing and placing loam borrow, processed planting material or topsoil rehandled and spread on an approved area in accordance with these specifications and in close conformity with the lines and grades shown on the plan or established by the Engineer.

2.0 MATERIALS

Materials shall meet the following Subsections of Division III, Materials - Massachusetts Highway Department, Standard Specifications for Highway and Bridges:

Loam Borrow	M1.05.0
Topsoil and Plantable Soil Borrow	M1.07.0
Processed Planting Material	M1.06.1
Limestone	M6.01.0
Fertilizer	M6.02.0
Grass Seed	M6.03.0
Aged Pine Bark Mulch	M6.04.6

Nursery Stock shall be obtained from a garden center which is recognized by the American Nursery & Landscape Association (AN & LA) or approved by the Marlborough Tree Warden (Chris White – General Foreman, Marlborough D.P.W. – Forestry, Parks & Cemetery Division)

3.0 CONSTRUCTION METHODS

The areas upon which the above materials are to be placed shall be raked to form a reasonably smooth surface. All stones larger than 1 inch, undesirable growth over 1 inch and debris shall be removed from the area and disposed of by the Contractor outside the location.

The loam, processed planting materials or topsoil shall be hauled, deposited and spread to the directed depths on the areas shown on the plans or designated by the Engineer. This material must be delivered to the site and approved by the Engineer prior to placement. All large, stiff clods, lumps, stone over 1 inch, brush, roots, stumps, litter and other foreign material shall be removed from the deposited material and disposed of properly.

The compaction shall be equivalent to that produced by a hand roller weighing 75 to 100 pounds per foot of width. The compaction may be obtained by rolling, dragging or any other method that produces satisfactory results. All depressions caused by settlement or rolling shall be filled with additional material and the surfaces shall be re-graded and rolled until it presents a reasonably smooth and even finish and is up to the grade required.

Areas to be seeded shall either be prepped with limestone and fertilizer in accordance with AN & LA standards or their applications may be incorporated into a hydraulic spray application, approved by the Engineer, and designed specifically for seed dissemination. A certified statement shall be furnished, prior to the start of work, to the Engineer, by the Contractor as to the number of pounds of limestone, fertilizer and grass seed per 100 gallons of water. If necessary, suitable signs and barricades shall be placed to protect the seeded areas.

After the loamed or topsoil areas have been prepared and treated as hereinbefore described, grass seed conforming to the respective formulas hereinbefore specified shall be carefully sown thereon at the rate of approximately 50 pounds per acre.

Landscape Trees must be planted by a company who is associated with and in conformance of the standards set by the American Nursery & Landscape Association. The Contractor shall make known to the Engineer who will be performing the tree landscape work for this project.

The Contractor is responsible for watering of the planted areas until a growth acceptable to the Engineer has been established. Water shall be provided by the City of Marlborough in the same manner that is provided during the road reconstruction.

Haybales shall be supplied and placed along the bottom of slopes, ditches and where directed or shown on the plans and in conformance with the details contained in the plans. At the end of the project, as part of this item,

the haybales will be removed and the property shall be left in a condition as of the haybales were not used during construction.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

The quantity of Loam Borrow shall be determined by measurement in place after compaction to the depth specified on the plans or as directed, and to the volume so ascertained there shall be added 20% to compensate for such loss as may be due to settlement, shrinkage and penetration into the underlying material.

The quantity of Seed shall be measured by the square yard based on the actual made over the general contour of the areas seeded, complete in place and accepted

Aged Pine Bark Mulch shall be measured by the cubic yard based on either truckload measurements as delivered on the project or in place measurement, the method of measurement to be determined by the Engineer.

Arborvitae and Sugar Maple trees shall be measured in place once planted.

4.2 PAYMENT :

Loam Borrow and Aged Pine Bark Mulch shall be paid for at the contract unit price per cubic yard, complete in place.

Seeding, including all mowing, shall be paid for at the contract unit price per square yard under the Item for Seeding, complete in place. No payment for seeding shall be made until the grass growth has been satisfactorily established as determined by the Engineer.

Arborvitae shall be paid for at the contract unit price, each under item 776.836 Arborvitae – Emerald Green (5-6 Ft.).

Sugar Maple trees shall be paid for at the contract unit price, each under item 776.836 Maple Tree - Sugar (2"-2.5" caliper)

15% of the total value of landscape work shall be held as retainage for a period of one year after the work is completed to be returned to the Contractor after the landscape work has gone through one full year as being acceptable. All unacceptable plantings shall be replaced by the contractor at no addition costs.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
751.	Loam Borrow	C.Y.
765.	Seeding	S.Y.
772.058	Arborvitae – Emerald Green (5-6 Ft.)	EA.
767.6	Aged Pine Bark Mulch	C.Y
776.836	Maple Tree - Sugar (2"-2.5" caliper)	EA.

**SECTION 850
TRAFFIC CONTROLS FOR CONSTRUCTION
AND MAINTENANCE OPERATIONS**

1.0 GENERAL

Work under this item shall consist of providing, installing and maintaining various traffic control devices for the protection of the traveling public and working personnel during construction and maintenance operations in conformance with the Traffic Control Plan and the Manual on Uniform Traffic Control Devices (MUTCD).

Safety Controls for Construction Operations consist of furnishing, positioning, repositioning, maintaining and removing, as needed and/or as directed: traffic cones, high level warning devices, delineators, floodlights, Type I and II barricades, reflectorized barrels, portable flashing and steady burning lights, hand signal devices, and lanterns. This item does not include those specific items listed below.

Safety Signing for Construction Operations consist of furnishing, positioning, repositioning, maintaining and removing, as needed and/or as directed: regulatory, warning and guide signs together with their supports

2.0 MATERIALS

Materials required under this section need not be new, but must be in first class condition and acceptable to the Engineer. Safety signage must conform to the standard set per MUTCD.

3.0 CONSTRUCTION METHODS

All warning devices shall be subject to removal, replacement and/or repositioning as often as necessary. Warning devices not in use shall be removed from the project area.

All warning signs which are damaged or missing shall be replaced by the Contractor immediately and without additional compensation. All erected signs when not actually required shall be covered.

Traffic signal reconstruction shall be done in accordance with the plans and or at the direction of the Engineer. The reconstruction shall take place in a fashion that will cause a minimum of disruption to the flow of traffic through the intersection. Uniform traffic police shall be utilized to maintain the flow of traffic.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Safety Controls for Construction Operation shall be paid for as a lump sum item.

Safety Signage for Construction Operations will be measured by the square foot and the quantity shall be only that which is actually used on the project. Regardless of how many times that a sign may be reused on the project, it will not be measured for payment more than once.

Measurement for traffic signs removed and replaced shall be made per each when completely installed.

4.2 PAYMENT :

Safety control for construction operations shall be paid for at the contract unit price under the Item 852 - Safety Signage for Construction Operations. Lump sum payments will be made in equal amounts on each estimate based on the number of months estimated to complete the work.

Safety Signage for construction operations shall be paid for at the contract unit price under the Item 852 - Safety Signage for Construction Operations.

Traffic signs removed and replaced will be paid for at the contract unit price for each under Item 874.13
Traffic Sign – Removed and Replaced

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
851.	Safety Controls for Construction Operations	L.S.
852.	Safety Signage for Construction Operations	S.F.
874.13	Traffic Sign – Removed and Replaced	EA.

SECTION 860

1.0 GENERAL

1.1 DESCRIPTION OF WORK:

Work under these items cover white and yellow epoxy reflectorized pavement striping material that is sprayed onto the pavement. As work incidental to these items the contractor shall furnish to the Engineer on portable spectrophotometer and one replacement calibration standard with this office taking ownership of these pieces of equipment. The Spectrophotometer shall be delivered to the Office of the City Engineer at the beginning of the line striping work. Following a surface application of glass beads and upon drying, resisting deformation by traffic. Work under these items shall conform to the relevant provisions of section 860 of the Standard Specifications and the following.

1.2 RELATED SECTIONS:

Attention is directed to the General Conditions, Supplemental General Conditions, Specific Conditions, and Contract Drawings which are hereby made part of this section.

1.3 REFERENCED STANDARDS:

In accordance with Section 860 of the 1988 edition of the Commonwealth of Massachusetts Department of Public Works Standard Specification for Highways and Bridges, as amended or as otherwise approved by the Engineer.

2.0 MATERIALS

In accordance with Section 860 of the 1988 edition of the Commonwealth of Massachusetts Department of Public Works Standard Specification for Highways and Bridges, as amended or as otherwise approved by the Engineer.

3.0 CONSTRUCTION METHODS

In accordance with Section 860 of the 1988 edition of the Commonwealth of Massachusetts Department of Public Works Standard Specification for Highways and Bridges, as amended or as otherwise approved by the Engineer.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

Line painting shall be measured per square foot, for the actual areas applied under the various items of this contract.

4.2 PAYMENT:

Payment shall be made at the contract unit price per square foot completed and accepted. The contract unit price shall include the cost of the material, equipment, labor, and other related incidentals necessary to successfully complete the (Epoxy) line painting during construction.

4.3 PAYMENT ITEMS:

<u>ITEM</u>	<u>UNIT</u>
Item 852. Crosswalks and STOP lines – Refl. White (Epoxy)	S.F.

**SECTION 870
STREET NAME SIGN STANDARDS**

1.0 GENERAL

1.1 DESCRIPTION

The following is the City of Marlborough street name sign standard.

2.0 MATERIALS

2.1 SIGN REQUIREMENTS

Materials shall conform to Massachusetts Department of Public Works, Standard Specifications for Highways and Bridges, 1988, Section 828 and 840 and shall be in conformance with the Manual on Uniform Traffic Control Devices, latest edition.

The City of Marlborough’s Street Sign Standard is as follows:

Street signs shall consist of two 9 inch aluminum blank, flat, single sided with 1 inch radius corners, drilled in four locations.

High intensity blue Electrocut background with white Avery Prismatic letters.

6 inch letters (all capitalized) with 3 inch roadway designator (AVE, ST, RD, BLVD, etc.) centered vertically

Street signs shall be sandwiched between a 10 - 12 foot length*, 14 gauge, 1 3/4” aluminum square posts with a square rain cap and a 3’x 2”x 2”, 12 gauge anchor.

Street signs shall be riveted to aluminum post with 3/8” blue rivet.

Edges of street signs shall be reinforced with 1 3/4” P.V.C. spacers and riveted.

It is recognized that technological progress may develop new and satisfactory materials and nothing in this specification shall be interpreted to exclude new materials that are acceptable to the Engineer.

2.2 APPROVED VENDERS CURRENTLY ON FILE WITHMARLBOROUGH DPW

Perma-Line Corporation
P.O. Box 4515
132 Court Street
Brockton, MA 02303

Phone: 508-588-6240 FAX: 508-587-2110

Atlantic Highway Sign Co.
Myles Standish Industrial Park
John Quincy Adams Road
Taunton, MA 02780

Phone: 774-226-1300 FAX: 617-361-2284

3.0 CONSTRUCTION METHODS

This work is to be done in accordance with both MUTCD standards and Section 840 of the 1988 edition of the Commonwealth of Massachusetts Department of Public Works Standard Specification for Highways and Bridges, as amended or as otherwise approved by the Engineer.

3.1 ADDITIONAL REQUIREMENTS

All sign must be erected 7 feet of clearance – bottom of sign to sidewalk area and/or finish grade.

All sign shall be set in concrete to depth of 24-inch min.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Payment for Street Name sign(s) shall be based on the contract unit price per each installed (complete). The contract unit price shall include all equipment, materials, labor, excavation, and backfilling, and incidentals required to furnish and erect signs including posts and concrete as required by the Engineer.

4.2 PAYMENT ITEMS:

<u>ITEM</u>		<u>UNIT</u>
874	Street Name Sign	Each

City of Marlborough – Street Sign Specification



**SECTION 900
MISCELLANEOUS**

1.0 GENERAL

This work shall include miscellaneous items required for completion of the project that do not specifically relate to standardized sections of the specifications

2.0 MATERIALS

No materials are specified in this Section.

3.0 CONSTRUCTION METHODS

No construction methods are specified in this Section.

4.0 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

As Builts Plans shall be measured as an allowance and payable when approved by the Engineer

4.3 PAYMENT :

No partial payments shall be made. The allowance of \$3,000.00 for As-Built plans for each of the streets has been established.

4.3 PAYMENT ITEMS:

<u>ITEM #</u>	<u>ITEM</u>	<u>UNIT</u>
999.2	As-Built Plans`	Allowance

APPENDIX A

LABOR REGULATIONS

1. MINIMUM MINORITY PERCENTAGES

- A. The following minimum minority percentages are applicable where they apply to contracts with an advertised estimated value of \$100,000 or more and apply to state-assisted and state regulated programs, activities and services.

Location	Not Less than
Boston Impact Area Jamaica Plain (part), Mattapan, South Cove, Chinatown, Bay Village, Roxbury, Dorchester, South End):	-----30%
Boston: Other Areas:	-----10%
Cambridge:	-----12%
New Bedford:	-----18%
Springfield:	-----10%
All other cities and towns:	-----5%

- B. These percentages shall apply to the Contractor and to all Subcontractors, regardless of tier, for all on-site Work.

EEO PROCESSING REQUIREMENTS

1. RELATED DOCUMENTS

- A. This section supplements the General Conditions.
B. Consult the individual sections of the specifications for the specific requirements of this Contract.

2. EEO WORK FORCE REPORTING PROCEDURES

- A. The Contractor shall provide the following information to the Owner on copies of the forms found at the end of this Section.

(1.) Quarterly Projected Work Force Reports: The Contractor shall prepare projected work force tables on a quarterly basis. These reports shall be broken down into projections by week of workers required in each trade.

(a.) Updated copies shall be furnished to the Owner's EEO Officer one week in advance of the commencement of work and for each quarter thereafter.

(b.) Quarters shall begin on January 1, April 1, July 1, and October 1.

(c.) No work shall begin until projected work force tables are received by the Owner's EEO Officer.

(2.) Weekly Manpower Reports: The Contractor shall prepare a report after each week of activity, reflecting the actual working hours of all personnel identified as minority or non-minority.

(a.) This report shall be received by the Owner no later than the Friday following the week reported.



CONTRACTOR'S WEEKLY MANPOWER REPORT

City of Marlborough _____ Project No. _____ Contract Amount \$ _____

General Contractor: _____ Minority Goal _____

Name of Contractor Filing Report: _____ Trade(s): _____

Week Ending: _____ Report No.: _____ Check Here if you are a non-filed Subcontractor

Check Here if this is a Final Report Date Work Began: _____ Date Work Completed _____

Job Category	# Employees	Weekly Total Manhours	# Min	Weekly Total Minority Manhours	Weekly % Minority Manhours	Total Manhours to Date	Total Minority Manhours to Date	%of Minority Manhours to Date

Mail Reports to: Department of Public Works – MBE/WBE Coordinator
 Engineering Division - 135 Neil Street
 Marlborough, MA 01752

Prepared by: _____
 Title: _____
 Date: _____ 20__



DEVAL L. PATRICK
Governor

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

Prevailing Wage Rates

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

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Marlborough
Contract Number: ED 2014-18 **City/Town:** MARLBOROUGH
Description of Work: Reclamation and resurfacing of roadways, improvement to drainage, water and sewer infrastructure and replacment of sidewalks and curbing
Job Location: Church St., Greenwood St. & Plymouth St.

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$31.30	\$9.41	\$8.80	\$0.00	\$49.51
	08/01/2014	\$31.30	\$9.91	\$8.80	\$0.00	\$50.01
	12/01/2014	\$31.30	\$9.91	\$9.33	\$0.00	\$50.54
	06/01/2015	\$31.65	\$9.91	\$9.33	\$0.00	\$50.89
	08/01/2015	\$31.65	\$10.41	\$9.33	\$0.00	\$51.39
	12/01/2015	\$31.65	\$10.41	\$10.08	\$0.00	\$52.14
	06/01/2016	\$32.15	\$10.41	\$10.08	\$0.00	\$52.64
	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$31.37	\$9.41	\$8.80	\$0.00	\$49.58
	08/01/2014	\$31.37	\$9.91	\$8.80	\$0.00	\$50.08
	12/01/2014	\$31.37	\$9.91	\$9.33	\$0.00	\$50.61
	06/01/2015	\$31.72	\$9.91	\$9.33	\$0.00	\$50.96
	08/01/2015	\$31.72	\$10.41	\$9.33	\$0.00	\$51.46
	12/01/2015	\$31.72	\$10.41	\$10.08	\$0.00	\$52.21
	06/01/2016	\$32.22	\$10.41	\$10.08	\$0.00	\$52.71
	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$31.49	\$9.41	\$8.80	\$0.00	\$49.70
	08/01/2014	\$31.49	\$9.91	\$8.80	\$0.00	\$50.20
	12/01/2014	\$31.49	\$9.91	\$9.33	\$0.00	\$50.73
	06/01/2015	\$31.84	\$9.91	\$9.33	\$0.00	\$51.08
	08/01/2015	\$31.84	\$10.41	\$9.33	\$0.00	\$51.58
	12/01/2015	\$31.84	\$10.41	\$10.08	\$0.00	\$52.33
	06/01/2016	\$32.34	\$10.41	\$10.08	\$0.00	\$52.83
	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	12/01/2014	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	06/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	12/01/2015	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	06/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
	12/01/2016	\$33.85	\$7.30	\$12.10	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	12/01/2014	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	06/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	12/01/2015	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	06/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
	12/01/2016	\$33.85	\$7.30	\$12.10	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

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

Effective Date - 03/01/2014

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

Effective Date - 09/01/2014

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

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

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2014

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

Effective Date - 09/01/2014

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

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	01/01/2014	\$39.29	\$10.90	\$18.71	\$1.30	\$70.20
	07/01/2014	\$40.12	\$10.90	\$18.71	\$1.30	\$71.03
	01/01/2015	\$40.80	\$10.90	\$18.71	\$1.30	\$71.71
	07/01/2015	\$41.63	\$10.90	\$18.71	\$1.30	\$72.54
	01/01/2016	\$42.32	\$10.90	\$18.71	\$1.30	\$73.23

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.65	\$10.90	\$12.21	\$1.30	\$44.06
2	60	\$23.57	\$10.90	\$13.71	\$1.30	\$49.48
3	65	\$25.54	\$10.90	\$14.71	\$1.30	\$52.45
4	70	\$27.50	\$10.90	\$15.71	\$1.30	\$55.41
5	75	\$29.47	\$10.90	\$16.71	\$1.30	\$58.38
6	80	\$31.43	\$10.90	\$17.71	\$1.30	\$61.34
7	90	\$35.36	\$10.90	\$18.71	\$1.30	\$66.27

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$10.90	\$12.21	\$1.30	\$44.47
2	60	\$24.07	\$10.90	\$13.71	\$1.30	\$49.98
3	65	\$26.08	\$10.90	\$14.71	\$1.30	\$52.99
4	70	\$28.08	\$10.90	\$15.71	\$1.30	\$55.99
5	75	\$30.09	\$10.90	\$16.71	\$1.30	\$59.00
6	80	\$32.10	\$10.90	\$17.71	\$1.30	\$62.01
7	90	\$36.11	\$10.90	\$18.71	\$1.30	\$67.02

Notes:

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

Apprentice to Journeyworker Ratio:1:3

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

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$41.49	\$10.00	\$14.18	\$0.00	\$65.67
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2014	\$45.91	\$7.85	\$16.10	\$0.00	\$69.86
	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$56.14	\$9.80	\$18.17	\$0.00	\$84.11
	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$60.15	\$9.80	\$18.17	\$0.00	\$88.12
	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 96

Effective Date - 06/01/2014

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

Effective Date - 12/01/2014

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

Notes:

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

Apprentice to Journeyworker Ratio:2:3***

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

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
ELEVATOR CONSTRUCTORS LOCAL 4						

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$33.76	\$10.00	\$14.18	\$0.00	\$57.94
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2014	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	12/01/2014	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	06/01/2015	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	12/01/2015	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	06/01/2016	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
	12/01/2016	\$20.50	\$7.30	\$12.10	\$0.00	\$39.90
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2014	\$39.87	\$9.80	\$16.96	\$0.00	\$66.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2014

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2013

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

Notes:

Apprentice to Journeyworker Ratio:1:6

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 96</i>	06/01/2014	\$38.12	\$7.91	\$12.86	\$0.00	\$58.89
	12/01/2014	\$38.37	\$8.16	\$13.12	\$0.00	\$59.65
	06/01/2015	\$38.87	\$8.16	\$13.62	\$0.00	\$60.65
	12/01/2015	\$39.37	\$8.41	\$13.68	\$0.00	\$61.46

For apprentice rates see "Apprentice- ELECTRICIAN"

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	12/01/2014	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	06/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	12/01/2015	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	06/01/2016	\$33.10	\$7.30	\$12.10	\$0.00	\$52.50
	12/01/2016	\$33.85	\$7.30	\$12.10	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2013	\$42.11	\$10.95	\$12.10	\$0.00	\$65.16
	09/01/2014	\$44.11	\$10.95	\$12.10	\$0.00	\$67.16

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

Effective Date - 09/01/2013

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

Effective Date - 09/01/2014

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2014

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

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

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

For apprentice rates see "Apprentice- LABORER"

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2014

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

Effective Date - 12/01/2014

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

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

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

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

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	04/01/2014	\$33.16	\$9.80	\$16.21	\$0.00	\$59.17
	10/01/2014	\$33.92	\$9.80	\$16.21	\$0.00	\$59.93
	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2014

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

Effective Date - 10/01/2014

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

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

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

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

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

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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

For Apprentices rates see "Apprentice- LABORER"

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

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2014

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

Effective Date - 07/01/2014

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.05	\$9.80	\$18.17	\$0.00	\$48.02
2	60	\$24.06	\$9.80	\$18.17	\$0.00	\$52.03
3	70	\$28.07	\$9.80	\$18.17	\$0.00	\$56.04
4	75	\$30.08	\$9.80	\$18.17	\$0.00	\$58.05
5	80	\$32.08	\$9.80	\$18.17	\$0.00	\$60.05
6	80	\$32.08	\$9.80	\$18.17	\$0.00	\$60.05
7	90	\$36.09	\$9.80	\$18.17	\$0.00	\$64.06
8	90	\$36.09	\$9.80	\$18.17	\$0.00	\$64.06

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2013

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

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

Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2014	\$49.41	\$9.82	\$14.29	\$0.00	\$73.52
	09/01/2014	\$50.41	\$9.82	\$14.29	\$0.00	\$74.52
	03/01/2015	\$51.41	\$9.82	\$14.29	\$0.00	\$75.52
	09/01/2015	\$52.41	\$9.82	\$14.29	\$0.00	\$76.52
	03/01/2016	\$53.56	\$9.82	\$14.29	\$0.00	\$77.67
	09/01/2016	\$54.61	\$9.82	\$14.29	\$0.00	\$78.72
	03/01/2017	\$55.61	\$9.82	\$14.29	\$0.00	\$79.72

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.29	\$9.82	\$5.33	\$0.00	\$32.44
2	40	\$19.76	\$9.82	\$6.02	\$0.00	\$35.60
3	55	\$27.18	\$9.82	\$8.08	\$0.00	\$45.08
4	65	\$32.12	\$9.82	\$9.47	\$0.00	\$51.41
5	75	\$37.06	\$9.82	\$10.85	\$0.00	\$57.73

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.64	\$9.82	\$5.33	\$0.00	\$32.79
2	40	\$20.16	\$9.82	\$6.02	\$0.00	\$36.00
3	55	\$27.73	\$9.82	\$8.08	\$0.00	\$45.63
4	65	\$32.77	\$9.82	\$9.47	\$0.00	\$52.06
5	75	\$37.81	\$9.82	\$10.85	\$0.00	\$58.48

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$54.58 Step5 with lic\$60.90

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2014	\$31.35	\$7.30	\$12.10	\$0.00	\$50.75
	12/01/2014	\$31.85	\$7.30	\$12.10	\$0.00	\$51.25
	06/01/2015	\$32.35	\$7.30	\$12.10	\$0.00	\$51.75
	12/01/2015	\$32.85	\$7.30	\$12.10	\$0.00	\$52.25
	06/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75
	12/01/2016	\$34.10	\$7.30	\$12.10	\$0.00	\$53.50
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$28.11	\$10.00	\$14.18	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 170</i>	05/01/2010	\$22.04	\$6.50	\$5.44	\$0.00	\$33.98
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

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

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

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

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

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

Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2014	\$42.76	\$9.82	\$19.74	\$2.17	\$74.49
	08/01/2014	\$43.61	\$9.82	\$19.74	\$2.17	\$75.34
	02/01/2015	\$44.51	\$9.82	\$19.74	\$2.17	\$76.24
	08/01/2015	\$45.51	\$9.82	\$19.74	\$2.17	\$77.24
	02/01/2016	\$46.51	\$9.82	\$19.74	\$2.17	\$78.24
	08/01/2016	\$47.66	\$9.82	\$19.74	\$2.17	\$79.39
	02/01/2017	\$48.76	\$9.82	\$19.74	\$2.17	\$80.49
	08/01/2017	\$49.86	\$9.82	\$19.74	\$2.17	\$81.59
	02/01/2018	\$51.01	\$9.82	\$19.74	\$2.17	\$82.74

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

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

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$31.59	\$9.41	\$8.80	\$0.00	\$49.80
	08/01/2014	\$31.59	\$9.91	\$8.80	\$0.00	\$50.30
	12/01/2014	\$31.59	\$9.91	\$9.33	\$0.00	\$50.83
	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$31.88	\$9.41	\$8.80	\$0.00	\$50.09
	08/01/2014	\$31.88	\$9.91	\$8.80	\$0.00	\$50.59
	12/01/2014	\$31.88	\$9.91	\$9.33	\$0.00	\$51.12
	06/01/2015	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
	08/01/2015	\$32.23	\$10.41	\$9.33	\$0.00	\$51.97
	12/01/2015	\$32.23	\$10.41	\$10.08	\$0.00	\$52.72
	06/01/2016	\$32.73	\$10.41	\$10.08	\$0.00	\$53.22
	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2014	\$53.58	\$8.42	\$13.60	\$0.00	\$75.60
	10/01/2014	\$54.73	\$8.42	\$13.60	\$0.00	\$76.75
	01/01/2015	\$54.73	\$8.42	\$13.75	\$0.00	\$76.90
	03/01/2015	\$55.73	\$8.42	\$13.75	\$0.00	\$77.90
	10/01/2015	\$56.88	\$8.42	\$13.75	\$0.00	\$79.05
	01/01/2016	\$56.88	\$8.67	\$13.90	\$0.00	\$79.45
	03/01/2016	\$57.88	\$8.67	\$13.90	\$0.00	\$80.45
	10/01/2016	\$59.03	\$8.67	\$13.90	\$0.00	\$81.60
	03/01/2017	\$60.03	\$8.67	\$13.90	\$0.00	\$82.60

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 03/01/2014

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

Effective Date - 10/01/2014

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

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2014	\$47.00	\$10.18	\$18.15	\$0.00	\$75.33
	08/01/2014	\$47.90	\$10.18	\$18.22	\$0.00	\$76.30
	02/01/2015	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	08/01/2015	\$49.36	\$10.18	\$18.29	\$0.00	\$77.83
	02/01/2016	\$49.93	\$10.18	\$18.29	\$0.00	\$78.40
	08/01/2016	\$50.83	\$10.18	\$18.37	\$0.00	\$79.38
	02/01/2017	\$51.40	\$10.18	\$18.37	\$0.00	\$79.95

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2014

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

Effective Date - 08/01/2014

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

Notes:

Apprentice to Journeyworker Ratio:1:3

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.11	\$10.00	\$14.18	\$0.00	\$64.29
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$32.17	\$9.41	\$8.80	\$0.00	\$50.38
	08/01/2014	\$32.17	\$9.91	\$8.80	\$0.00	\$50.88
	12/01/2014	\$32.17	\$9.91	\$9.33	\$0.00	\$51.41
	06/01/2015	\$32.52	\$9.91	\$9.33	\$0.00	\$51.76
	08/01/2015	\$32.52	\$10.41	\$9.33	\$0.00	\$52.26
	12/01/2015	\$32.52	\$10.41	\$10.08	\$0.00	\$53.01
	06/01/2016	\$33.02	\$10.41	\$10.08	\$0.00	\$53.51
	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$46.33	\$7.30	\$13.30	\$0.00	\$66.93
	12/01/2014	\$47.08	\$7.30	\$13.30	\$0.00	\$67.68
	06/01/2015	\$47.83	\$7.30	\$13.30	\$0.00	\$68.43
	12/01/2015	\$48.58	\$7.30	\$13.30	\$0.00	\$69.18
	06/01/2016	\$49.33	\$7.30	\$13.30	\$0.00	\$69.93
	12/01/2016	\$50.33	\$7.30	\$13.30	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$48.33	\$7.30	\$13.30	\$0.00	\$68.93
	12/01/2014	\$49.08	\$7.30	\$13.30	\$0.00	\$69.68
	06/01/2015	\$49.83	\$7.30	\$13.30	\$0.00	\$70.43
	12/01/2015	\$50.58	\$7.30	\$13.30	\$0.00	\$71.18
	06/01/2016	\$51.33	\$7.30	\$13.30	\$0.00	\$71.93
	12/01/2016	\$52.33	\$7.30	\$13.30	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$38.40	\$7.30	\$13.30	\$0.00	\$59.00
	12/01/2014	\$39.15	\$7.30	\$13.30	\$0.00	\$59.75
	06/01/2015	\$39.90	\$7.30	\$13.30	\$0.00	\$60.50
	12/01/2015	\$40.65	\$7.30	\$13.30	\$0.00	\$61.25
	06/01/2016	\$41.40	\$7.30	\$13.30	\$0.00	\$62.00
	12/01/2016	\$42.40	\$7.30	\$13.30	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$40.40	\$7.30	\$13.30	\$0.00	\$61.00
	12/01/2014	\$41.15	\$7.30	\$13.30	\$0.00	\$61.75
	06/01/2015	\$41.90	\$7.30	\$13.30	\$0.00	\$62.50
	12/01/2015	\$42.65	\$7.30	\$13.30	\$0.00	\$63.25
	06/01/2016	\$43.40	\$7.30	\$13.30	\$0.00	\$64.00
	12/01/2016	\$44.40	\$7.30	\$13.30	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2014	\$31.59	\$9.41	\$8.80	\$0.00	\$49.80
	08/01/2014	\$31.59	\$9.91	\$8.80	\$0.00	\$50.30
	12/01/2014	\$31.59	\$9.91	\$9.33	\$0.00	\$50.83
	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24

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

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 06/01/2013

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

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2014	\$30.60	\$7.30	\$12.10	\$0.00	\$50.00
	12/01/2014	\$31.10	\$7.30	\$12.10	\$0.00	\$50.50
	06/01/2015	\$31.60	\$7.30	\$12.10	\$0.00	\$51.00
	12/01/2015	\$32.10	\$7.30	\$12.10	\$0.00	\$51.50
	06/01/2016	\$32.60	\$7.30	\$12.10	\$0.00	\$52.00
	12/01/2016	\$33.35	\$7.30	\$12.10	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$40.49	\$10.00	\$14.18	\$0.00	\$64.67
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2014	\$49.41	\$9.82	\$14.29	\$0.00	\$73.52
	09/01/2014	\$50.41	\$9.82	\$14.29	\$0.00	\$74.52
	03/01/2015	\$51.41	\$9.82	\$14.29	\$0.00	\$75.52
	09/01/2015	\$52.41	\$9.82	\$14.29	\$0.00	\$76.52
	03/01/2016	\$53.56	\$9.82	\$14.29	\$0.00	\$77.67
	09/01/2016	\$54.61	\$9.82	\$14.29	\$0.00	\$78.72
	03/01/2017	\$55.61	\$9.82	\$14.29	\$0.00	\$79.72

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

Outside Electrical - East

CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
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For apprentice rates see "Apprentice- LINEMAN"

CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
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For apprentice rates see "Apprentice- LINEMAN"

DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
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For apprentice rates see "Apprentice- LINEMAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2013

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

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52

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

Additional Apprentices Information:

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

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

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

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

APPENDIX B

STATE WAGE RATES AND FORMS LABOR PROVISIONS

1. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Director of the Department of Labor and Work Force Development. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Department of Labor and Workforce Development.
- B.** Keep posted on the site a legible copy of said schedule. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Designer, or any other agency having jurisdiction.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.
- E.** The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor and all its subcontractors shall furnish to the Owner, with the first certified payroll report, documentation indicating that each employee has successfully completed ten (10) hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA)

PREVAILING WAGE RATES FOLLOW THIS PAGE.

APPENDIX C

STATUTORY REFERENCES

PAYMENT PROCEDURES

MGL Chapter 30, Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

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

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

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as

provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) “Subcontractor” as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to

the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

MGL Chapter 30, Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

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

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

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

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

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

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

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

MGL Chapter 30, Section 39K. Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:— Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

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

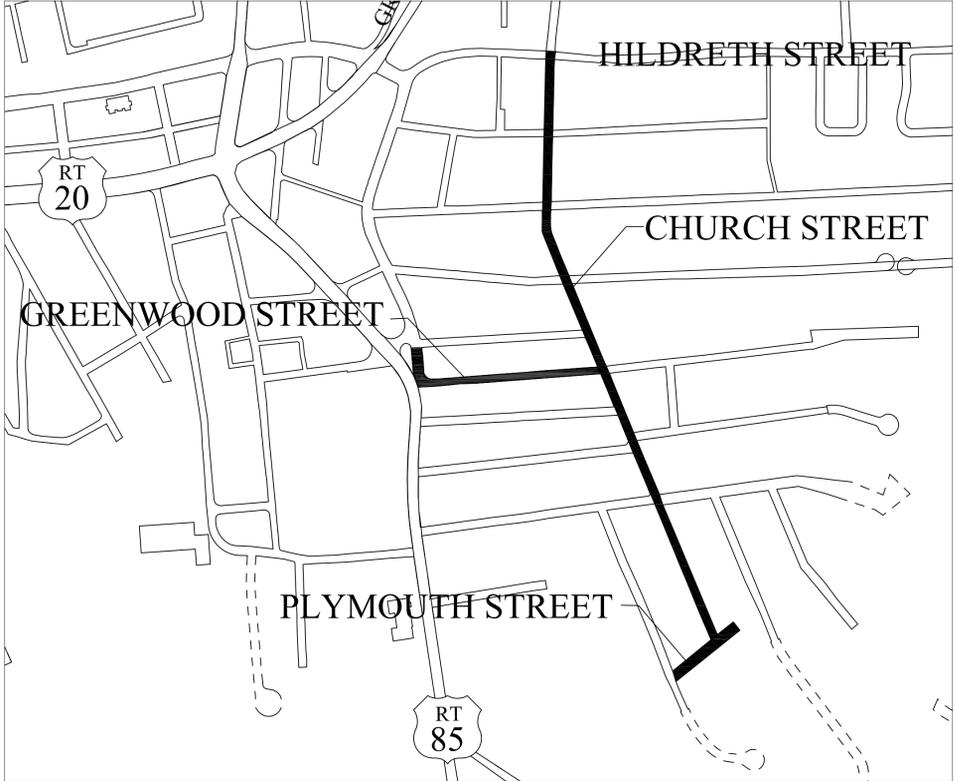
All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade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

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

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

RECONSTRUCTION OF PORTIONS OF CHURCH STREET, GREENWOOD STREET AND PLYMOUTH STREET

LOCUS



CONTRACT NO.
ED 2014 - 18
SCALE: 1"=200'

COVER SHEET	1
CONSTRUCTION NOTES & LEGENDS	2
CONSTRUCTION PLANS AND PROFILES	3-8
CONSTRUCTION DETAILS	9-17
TRAFFIC MANAGEMENT DETAILS	18

PREPARED BY: City of Marlborough
Department of Public Works
Engineering Division
135 Neil Street
Marlborough, MA 01752

UNLESS OTHERWISE PROVIDED FOR IN THE PROJECT SPECIFICATIONS, THE FOLLOWING DOCUMENTS SHALL GOVERN THE CONSTRUCTION ON THIS PROJECT:

- THE 1995 MHD STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES...AS AMENDED
- THE SUPPLEMENTAL SPECIFICATIONS DATED JUNE 6, 2006...AS AMENDED.
- THE STANDARD SPECIAL PROVISIONS DATED APRIL 21, 2005...AS AMENDED
- THE 2006 PROJECT DEVELOPMENT & DESIGN GUIDE...AS AMENDED
- THE 1977 CONSTRUCTION STANDARDS...AS AMENDED
- THE APRIL 2003 METRIC/ENGLISH SUPPLEMENTAL DRAWINGS AND ANY AMENDMENTS THERETO...AS AMENDED
- THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-1996)...AS AMENDED

	ISSUED FOR BID

CITY OF MARLBOROUGH	DATE
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