

**CITY OF SOMERVILLE MASSACHUSETTS
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE MA. 02143
BIDDING INSTRUCTIONS FOR
CENTRAL LIBRARY ELEVATOR UPGRADE to ADA COMPLIANCE
Bid No. 13-84**

Enclosed you will find an invitation to bid for: The updating and upgrading of the Central Library Elevator, to ADA compliance, including all labor and materials. The removal and disposal of the existing materials and debris is also included. All necessary equipment should be included to perform the required project. When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write **"Elevator"** on the bid envelope.

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance/Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Bid Pricing Page
- 8) Signed Prevailing Wage Compliance Form

NOTE: If Vendor is incorporated an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts will be needed for the awarded vendor only.

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

NOTICE TO BIDDERS
BID #13-84

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed bids for: **Elevator Upgrade, Central Library**, the contract will be for one year from July 8, 2013 to July 7, 2014. The sealed bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **Wednesday, July 3, 2013 at 11:30 A.M.** at which time and place they will be publicly opened and read.
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Wednesday, June 19, 2013.**
- SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No: 13-84, Bid for Elevator"**
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - see specifications, Appendix A
Prevailing Wage Rates Apply, attached Appendix A
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H. The copy of the bid deposited with the City will be accompanied by a bid guarantee in the amount of **5% of the estimated contract amount.** The estimated contract amount is **\$50,000.00 for the Elevator Upgrade, Central Library** A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.
- SECTION I. A **Payment Bond** in the amount of **50% of the total contract price** will be required by the City.

- SECTION J. All Bidders (for construction projects over \$100,000.00) must meet the new state mandated municipal affirmative marketing program, and incorporate Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals. See specifications and forms required in Appendix A, attached if applicable.
- SECTION K. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any minor informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION L. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days of receipt of contract.
- SECTION M. The Vendor must certify that all employees to be provided have successfully completed at least ten (10) hours of OSHA approved training in Construction Safety and Health.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

Email: _____

City of Somerville

Invitation for Bids for

Elevator Upgrade, ADA Compliance
Bid No. 13-84

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by **11:30 A.M. on Wednesday, July 3, 2013**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows:
"Bid for Elevator, Bid No. 13-84".

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, reference form as provided in this IFB, and 5% bid surety in the amount of **5% of the estimated contract amount.** The estimated contract amount is **\$50,000.00 for the Elevator Upgrade, Central Library.** A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

Bonding Requirements **A payment bond** in the amount of **50%** of the total contract price is required upon contract award.

Prevailing Wage Requirements

The Prevailing Wage Law applies to this contract. The applicable prevailing wage rates are attached.

Bidders will be required to comply with the Prevailing Wage Laws, M.G.L. c. 149. Every Bidder will be required to submit a certified payroll to the City every week. The City will take an active role in reviewing and monitoring these payrolls weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Practices Division. The Attorney General's Office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact, and determinations. Weekly payrolls are public records.

The Bidder is required to keep these records for a period of three years from the date of completion of this contract.

Notwithstanding anything to the contrary in Articles of General conditions included herein, the City may in its sole discretion withhold payment from the General Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the General Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions.

The General Contractor shall submit payroll information on a weekly basis in a format approved by the City (form attached) numbered in numerical sequence and signed by the Contractor (including forms; for weeks when the Contractor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work). The General Contractor shall submit these forms to: Superintendent of Buildings and Grounds, Dept. of Public Works, One Franey Road, Somerville, MA.

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Purchasing Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Karen Mancini, Asst. Purchasing Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 before **12:30 P.M. on Thursday, June 27, 2013**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to odeluca@somervillema.gov. Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.

If any Bidders or proposers contact anyone outside of Purchasing, for information about this proposal, the bid/proposal will be disqualified from the bidding process.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The City of Somerville may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Bids

The City reserves the right to reject unbalanced, front loaded, and conditional bids.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Contract Term Length and Renewal Options

The contract will remain in effect for one year, from July 8, 2013 to July 7, 2014.

Price Submission

The Bidder is expected to provide a total project price, as requested on the price submission page.

All prices must include travel time, fuel costs, delivery, and any other additional costs not provided for on the bid price sheet.

Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Warranty

The bidder warrants that (1) the Supplies provided are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.

The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.

The bidder guarantees all Products and Supplies for a period of one (1) year, or as otherwise specified herein.

Invoicing

The Vendor will mail an invoice to the ordering department after completion of the service and be authorized by a work order. All Invoice submissions must include a Vendor Work Order which was signed by the DPW Superintendent of Buildings and Grounds, or his designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

Specifications/Scope of Work

-SEE ATTACHED SCOPE OF SERVICES-

General

The work to be performed under this contract consists of furnishing labor, materials, and equipment for the specified roof repairs and disposal of existing materials and debris.

Examination of Property

The contractor shall fully inform himself of the existing conditions where the work is to be done.

Protection of Property

The contractor shall take all precautions to protect the property of the City from injury and shall be held responsible for all employees or any person or persons, instrument or device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the contractor to the satisfaction of the City.

Quality of Workmanship

All work must be done in a thorough workmanlike manner.

Experience

The contractor shall have been established in Elevator Upgrades, Maintenance for 5 years.

Response Time

The contractor must schedule all work to be done at the Central Library; with George Landers, DPW Superintendent, Buildings and Grounds, #617-625-6600 x5210.

Laws and Regulations

The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

Estimates and Surveys

The contractor shall, as required, furnish estimates and survey proposed work at no cost to the City.

Insurance

The contractor must provide the following insurance certificates before the contract can be fully executed:

General Liability:	\$1,000,000
Automobile:	\$1,000,000
Workers' Compensation:	as required by General Law

The Certificates of Insurance must show the City of Somerville as the Certificate Holder and as Additional Insured. Should any policies be cancelled before the expiration date, the issuing company must send written notice to the City 30 days prior to cancellation.

References

Please include on a separate sheet a minimum of three references for whom similar installation services have been provided to similar size municipalities. The City of Somerville reserves the right to be included as a reference and would require prior authorization from the Purchasing Department. Include contact person and telephone number along with company name and address.

Examination of Premises

The Contractor shall fully inform himself of the existing conditions where the restoration and renovation is to be performed. The contractor shall, as required, furnish estimates and survey potential work at no cost to the City.

The Contractor shall provide materials of a quality equal to or exceeding that of original materials and/or shall be of a quality compatible to existing materials to provide desired results, as approved by the City.

Service

The Contractor shall provide qualified service personnel to assure against unreasonable delay. All work to be provided in a professional workmanlike manner.

Protection of Property

The Contractor shall take all precautions to protect municipal and private property from injury and be held responsible for all employees or any person or persons, instrument or device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the Contractor to the satisfaction of all parties concerned including the City of Somerville.

Quality of Workmanship

Fully qualified skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform the repairs and restorations. The City of Somerville reserves the right to judge on the quality of workmanship of those bidding based either on prior work performed for the City of Somerville, work performed for private entities, and other public works projects. All bidders will be required to provide reference information at the time of bid.

Quality of workmanship and references will be a determining factor when awarding this bid.

Experience

The Contractor shall have been established in the Elevator Upgrade/Maintenance business for at least 5 years.

Laws and Regulations

The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

Authorization

The Commissioner of Public Works, the Superintendent of Building and Grounds and/or an authorized agent of the City of Somerville will all work at the Public Safety Building basement.

Prevailing Wage Law

Bidders will be required to comply with the Prevailing Wage Laws, M.G.L. c. 149. Every Bidder will be required to submit a certified payroll to the City every week. The City will take an active role in reviewing and monitoring these payrolls weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Practices Division. The Attorney General's Office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact, and determinations. Weekly payrolls are public records and the bidder shall make them available upon request.

The Bidder is required to keep these records for a period of three years from the date of completion of this contract.

Quality Requirements

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

	Yes	No
The Contractor has been established in the Elevator Upgrade/Maintenance for at least 5 years?		
The Contractor is fully qualified to perform general contracting; according to MA State building codes, and disposal of existing debris as specified; and is able to provide qualified personnel that will consist of a full crew?		
Can the vendor certify that all employees to be provided, have successfully completed at least ten (10) hours of OSHA approved training in Construction Safety and Health.		
Contractor is able to meet the completion date of the project as stated in the bid document?		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

IV. References
REFERENCE FORM

Bidder: _____

IFB Title: # 13-84 Elevator Upgrade/Maintenance ADA Compliance

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

ELEVATOR SPECIFICATIONS

ELEVATOR MODERNIZATION

Limited Scope of Work

CENTRAL LIBRARY

79 Highland Avenue
Somerville, Massachusetts

CITY OF SOMERVILLE

Building and Grounds

DPW Building

1 Franey Road

Somerville, MA 02145

SECTION 142420 – HYDRAULIC ELEVATOR TECHNICAL SPECIFICATION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Bidding Procedures shall be in accordance with Massachusetts General Laws, Chapter 149, Section 44, and Chapter 30, Section 39 M.
- B. Bids shall be submitted in a sealed envelope to the Awarding Authority at a time and place specified. The following shall appear on the face of the envelope:
 - Project Title
 - Name of Bidder
 - General Bid for Elevator Modernization
- C. The Elevator Contractor shall be subject to the Contract Documents.
- D. When General Conditions clauses are repeated herein it shall be understood as calling attention to them or as further qualification and shall not be construed as omitting or deleting any other part of the General Conditions of the Contract , Bidding Documents or any other Conditions or Clauses in the Contract for Construction. Where there is a conflict in terms it is understood that the General Conditions, Articles and General Requirements, take precedence.
- E. Five Percent Bid Bond to be submitted with Bid.
- F. Performance and Payment Bond to be provided prior to contract signing.

1.02 DESCRIPTION OF WORK

- A. This Section includes limited modernization Work on one (1) hydraulic passenger elevator at Central Library, 79 Highland Avenue, Somerville, MA in accordance with all regulatory codes as well as to maintain the Elevator under a one year full preventive maintenance and warranty program after acceptance and certification by the Department of Public Safety.
- B. The Elevator Contractor shall bear the responsibility of coordinating the work specified herein and provide work in full accordance and compliance with all code authorities having jurisdiction.
- C. The installation, modernization, replacement and refurbishment shall be in conformity with the American Standard Safety Code for Elevators, and Escalators (ANSI/ASME A17.1-Latest Edition) and the Commonwealth of Massachusetts Board of Elevator Regulations 524 CMR, including modifications.
- D. Labor, materials and equipment and services necessary to replace elevator equipment and/or overhaul elevator equipment to be reused as herein specified.

- E. The Elevator Contractor shall comply with all Electrical, Building, Fire and Local Codes that have jurisdiction and obtain all necessary permits to perform the work required.
- F. Protection at each floor while performing work.
- G. Provide all submittals and drawings at contract inception.
- H. At completion of Work, provide all final submittals and related documentation.
- I. The Elevator Contractor shall be responsible for but not limited to the following Work detailed within these specifications.
 - 1. It is the responsibility of the Elevator Contractor to assist Owner's contractors on coordination of work, access and tie-in requirements for new Elevator Firefighters' Service. All pricing for access and standby shall be included in base bid.
 - 2. Interfacing with fire alarm circuitry to provide current firefighters' code conformance.
 - 3. Controller interfacing for Firefighters' Service and applicable hoistway wiring.
 - 4. Removal and disposal of existing material.
 - 5. New cab, complete, including shell, flooring, canopy, ceiling lighting and new cab panels.
 - 6. New car operating panel complete with push button emergency phone and firefighters' panel.
 - 7. New Hall push button stations, position indicator at main level.
 - 8. New traveling lantern in car jamb.
 - 9. Required audible signals as required by all codes.
 - 10. All cutting, patching and painting of all work affected by this Contract. Paint shall match existing locations.
- J. Provide Full Preventive Maintenance Program on the elevator included in this Section commencing immediately prior to scheduled work or on a date mutually agreed upon by the Owner and the Elevator Contractor.
 - 1. Provide Full Preventive Maintenance as well as Warranty coverage for one (1) year after the completion, testing by the Department of Public Safety and issuance of Certificate of Use by the State Elevator Inspector on the elevator included in this specification.
 - a. The issuance of the Certificate of Use by the Department of Public Safety, Elevator Division, and the turn over for full use to the Owner of

the elevator is considered "Final Completion" of the scope of Work detailed in this Section.

b. Prior to the expiration of the Certificate of Use, Elevator Contractor shall file for the test permit, pay all test fees and insure that the elevator is tested and certified.

c. It shall be the Elevator Contractor's responsibility to insure that the new Certificate of Use is posted in the elevator.

1) Included in the scope of the work is the acceptance test and one (1) annual additional test prior to the expiration of the issued Certificate of Use.

K. Elevator Contractor shall also include all costs to provide required access, stand-by and coordination to the Owner's fire alarm and electrical contractors performing all related work.

1. All fire alarm work in the elevator areas shall be coordinated to occur at the same time as the elevator work.

2. Any additional standby or access requirements that occur outside of the elevator contractor's work schedule shall be billed extra.

a. Substantiation for additional standby time to be submitted to the Owner BEFORE commencing work.

3. Pre-test and final test to be coordinated with Owner's Contractors.

a. Owner responsible for fire alarm and electrical contractor's costs.

1.03 DEFINITIONS

A. Specifications are of simplified form and include incomplete sentences. Omission of words or phrases, such as "The Contractor shall," "shall be," "Provide," "a," "an," "the," and "all" have been omitted for brevity.

B. Additional Definitions:

1. "Provide": to supply, install and connect up complete and ready for safe and regular operation particular work referred to unless specifically indicated otherwise.

2. "Install": to erect, mount and connect complete with related accessories.

3. "Supply": to purchase, procure, acquire and deliver complete with related accessories.

4. "Work": labor, materials, equipment, apparatus, controls, accessories, and other items required for proper and complete installation.

5. "Wiring": conduit, fittings, wire, junction and outlet boxes, switches, cutouts, receptacles and related items.
6. "Concealed": embedded in masonry or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces or in enclosures.
7. "Exposed": not installed underground or "concealed" as defined above.
8. "Indicated," "shown," or "noted": as indicated, shown or noted on drawings or specifications.
9. "Similar or "equal" of approved Bidder, equal in materials, weight, size, design, and efficiency or specified product, conforming with Base Bid Manufacturer" approved by Engineer and Owner.
10. "Approved," "satisfactory," "accepted," or "directed": as approved, satisfactory, accepted or directed by or to Engineer and/or Owner.
11. "Callback:" In contract service, a customer request which requires a check of an elevator other than the regularly scheduled examination.
12. "Repair:" In contract or out of contract, a scheduled work order as a result of a 'callback', or recommendation, etc.

1.04 INTENT

- A. Intent of these specifications is to cover modernization, limited work, maintenance service and warranty complete and operable in every respect. It is not intended to give every detail in specifications. Owner and Engineer will not be responsible for absence of wiring diagrams of existing equipment or any detail Contractor may require. Furnish all material and equipment usually furnished with such system and/or needed to make a complete and safe operating installation, whether specifically mentioned or not, omitting only such parts as are specifically excepted.
- B. All material and equipment furnished shall be new and in perfect condition.
- C. With submission of bid, it shall be mutually agreed that the Contractor has included in the bid price all costs and material to fully cover all required work. The Contractor guarantees he will be responsible for satisfactory functioning and approval of the equipment.

1.05 ACCEPTABLE BIDDER/CONTRACTOR

- A. The importance of maintaining the elevator equipment in a safe and satisfactory operating condition demands that the Elevator Contractor has been actively and normally engaged in the maintenance, service, repair and replacement of material and equipment in elevators of similar operation, control systems, speed and capacity as those covered by these specifications.

- B. The Elevator Contractor shall use only MA licensed elevator constructors in the performance of the Elevator work.
- C. The Contractor shall have under his direct employment and supervision the necessary organization and facilities, located within a 100-mile radius of the site and maintain fully stocked maintenance vehicles in the immediate 10 mile area.
- D. The Elevator Contractor shall submit five (5) references complete with representative's name, phone number, email, project name and project scope.

1.06 CONTRACTOR'S RESPONSIBILITY

- A. Contractor will be held to have carefully examined existing building and to have made all necessary investigations, to inform himself thoroughly and fully as to facilities for delivery of materials and equipment and with space floor loading limitations affecting delivery of equipment and to have informed himself fully as to all difficulties that may be encountered in complete execution of all work.
- B. Contractor will be held to have examined all specifications and all other data or instructions pertaining to work.
- C. No consideration or allowance will be granted for failure to visit site, or for any alleged misunderstanding of materials to be furnished, or work to be done, it being understood that submission of Form of General Bid carries with it agreement to all items and conditions referred to herein.
- D. Elevator Contractor shall insure that all elevator permits are filed.
- E. Contract execution shall release the Elevator Contractor to process submittals and upon approval, release orders.

1.07 LAWS AND PERMITS

- A. Contractor shall comply with all Federal, State and Municipal laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspection and approval for the work and deliver same to Owner before requesting final acceptance.
- B. All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.
- C. This Contractor shall immediately inform the Owner of any work or materials which violate any of the above laws and regulations and any work performed by this Contractor causing such violations shall be corrected by this Contractor at his own expense.
- D. The work shall comply with all rules and regulations of governing codes including local Building Department and shall be in complete conformance with Department of Public Safety, Elevator Division, Regulations.

1.08 CONFLICTS

- A. The intent of these specifications is to include all items necessary for the proper execution and full completion of the specified work by the elevator contractor.
- B. In the event that there is real or apparent discrepancy between different sections of specifications concerning nature, quality or extent of work to be furnished, it shall be assumed that Contractor has based his bid on the requirement for the greater quantity or higher quality which shall take precedence and shall be the contract requirement.
- C. Final decision will be in accordance with the General Conditions.

1.09 SUBMITTALS AND SHOP DRAWING

- A. Elevator Contractor shall be notified of intent to award and Notice to Proceed.
- B. There shall be no down payment of any contract funds at contract signing. Progress billings submitted on AIA Request for Payment Forms along with AIA G703 Continuation Sheets are the approved method for progress billing for the completion of services and work.
- C. Upon Notice to Proceed, Elevator Contractor shall provide Electronic PDF of:
 - 1. Schedule of Values utilizing approved breakdown sheets. Acceptable format: AIA G703 Continuation Sheets.
 - 2. Listing of Vendors.
 - 3. Cab Manufacturer
 - a. Provide laminate color charts and samples.
 - b. Provide Stainless Steel samples.
 - c. Provide floor rubber tile color chart and samples.
 - 4. Confirmation of project schedule.
 - 5. Contact list of persons, including telephone numbers and email names assigned to project as well as emergency telephone numbers for Call-Back Service.
 - 6. Certificate of Insurance.
 - 7. Performance and Payment Bond.
- D. Upon approval of all vendor and material data by the Engineer, Elevator Contractor shall obtain shop drawings for submission and approval. Failure to obtain approval for materials will not relieve the Elevator Contractor of any obligation.
 - 1. Provide Electronic PDF copy of all Shop Drawings for approval which include but are not limited to:

- a. Detailed drawings of all operating and signal fixtures.
 - b. Detailed drawings of new cab.
- E. All submittals shall be on dates sufficiently in advance of requirements to afford ample time for checking and no claim for extension of contract time will be granted Contractor by reason of his failure in this request. All submittals shall be complete and shall contain all required and detailed information.
- F. Contractor shall check all submittals for conformity with Contract Specifications and correct any errors, omissions or deviations before transmittal to Engineer. Specifications, catalogs, etc., submitted for approval shall be properly labeled indicating specific service for which material or equipment is to be used. Include Manufacturer's name and name of job. Catalogs, pamphlets or other documents submitted to describe items on which approval is being required shall be specific and identification of item submitted shall be clearly indicated. Data of general nature will not be accepted.
- G. Contractor shall be responsible for correct quantities, dimensions, design of adequate connections, details for satisfactory construction of all work and furnishing of materials or work required by Contract Documents.
- H. Drawings shall be checked for design only and approval of drawings, schedules and catalogs by Owner and Owner's representatives shall not be construed as a complete check and shall not relieve Contractor of his responsibilities as stated above.
- I. Prior authorization shall be required if submittals differ from requirements of Contract Documents. Contractor shall make specific mention of such differences in his letter of transmittal and on shop drawings attest to the suitability. Contractor will not be relieved of such change and not proceed with fabrication until authorized by Owner.
 - 1. Any credit or adjustment to the submitted contract pricing shall be handled as a change order as detailed in these specifications.
- J. No material shall be delivered until Contractor has obtained Owner's written approval of shop drawings and other data enumerated above. Should materials or equipment be delivered before required approval, Contractor shall be liable for its removal and replacement at no charge if, in opinion of Owner, material or equipment does not meet intent of documents.
 - 1. Progress billings for materials stored off site shall be accompanied with a Certificate of Insurance for all risks, copies of purchase order and delivery verification as well as a transfer of title.
- K. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.

- L. Supply to field as many prints of approved shop drawings and schedules as required.

1.10 APPROVALS

- A. Materials, workmanship, design and arrangement of work shall be subject to approval of Engineer.
- B. Upon execution of Contract and prior to ordering of material, submit for approval list of all material and equipment proposed for use in ample time to avoid delay in schedule of work. Intention of using specified materials shall not relieve the Contractor's obligation of submitting this list.
- C. Materials or products specified by name of Contractor, brand or trade name or catalog reference shall be the basis of the bid and furnished under the contract.

1.11 CHANGES IN WORK

- A. The value of any such additional work not covered by the specifications due to changes in the scope of work by the Owner will be determined in the following way:
 - 1. To the extent that unit prices are not applicable, Owner will request of the Bidder a lump sum price along with a breakdown between labor and material for which he will do the work and if the price is accepted by owner, then Bidder will be paid such lump sum price. Proposals for additional or changes in work are to be submitted to the Owner for approval.
 - a. This lump sum price shall be added to the AIA Request for Payment.
 - 2. All changes in Work should be submitted in sufficient detail to include scope of Work as well as breakdown between hours and material.
- B. Approval by Owner of materials or equipment substituted by Bidder for those specified shall not constitute additional or changes in work.

1.12 WORK PERFORMED UNDER PROTEST

- A. The Contractor shall perform all work as directed by the Owner, and if the Owner determines that certain work for which the Contractor has requested a change does not represent a change in the contract, or if the Contractor and the Owner cannot agree to the amount of compensation for a change order, the Contractor shall perform said work under protest and must adhere to the following:
 - 1. If the Contractor has any claim 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 a claim or dispute to the Owner in the form of a change order request for review and consideration.
 - 2. Pending resolution of the claim or dispute, the Contractor must proceed with the disputed Work, as directed by the Owner. The Contractor must give written

notice to the Owner stating that he is proceeding with the disputed work under protest.

3. 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 and verified by the Owner. Failure of the Contractor to maintain such records shall cause the Contractor to forfeit his claim to additional compensation for such disputed Work.

B. All haste will be taken by all parties to resolve the disputed work.

1.13 WORK ORDER

- A. Contractor shall guarantee to Owner all work installed to be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified and that if, during period of one year from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, he will immediately remedy them without cost to owner.

1.14 STOP WORK ORDER

- A. The Owner reserves the right to stop the work covered by this specification and the contract at any time that he deems the successful Contractor to be unable or incapable of performing the work to the satisfaction of the Owner.
- B. In the event of such stopping, the Owner shall have the right to arrange for the completion of the work in such manner as he may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable to the Owner for any such costs on account thereof.
- C. In the event that the Owner stops the work as provided herein, the contractor shall be given thirty (30) days written notice thereof together with the reason therefore and the Contractor shall immediately respond thereto with a corrective plan of action to commence on or before ten working days of Stop Work Order Notice before any such stop order becomes effective.

1.15 OWNER'S RIGHT TO CARRY OUT THE WORK

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to respond and either commence or detail the plan of correction as well as continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, hire another elevator contractor to correct such deficiencies.
- B. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation not only Owner's time but also for the Engineer's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor

shall pay the difference to the Owner within forty-five days of the date of invoice.

1.16 CANCELLATION FOR DEFAULT

- A. The Owner may cancel the contract in whole or in part by written or electronic notice to Contractor, (i) if Contractor shall become insolvent or make a general assignment for the benefit of creditors or if any action shall be taken by or against Contractor for relief under bankruptcy or insolvency laws relating to the relief of debtors; or (ii) if Contractor shall default in performance of the Contract or shall so fail to make progress in the work necessary for the performance, provided Contractor shall nor remedy any such situation within thirty (30) days after written notice by the Owner.
- B. Upon such cancellation, Contractor shall sell and furnish to the Owner such of the goods and services, whether completed or in process, as may be directed by the Owner, and payment of such completed goods and services in process shall be amounts agreed to by the parties.

1.17 INDEMNITY

- A. The Contractor and his employees engaged in performance of the work shall at all times be deemed to performing as Independent Contractors and not as agents or employees of the Owner. The direct acts and/or omissions of such shall be deemed to be those of the Contractor.

1.18 GUARANTEE

- A. Contractor shall guarantee to Owner all work installed to be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified and that if, during period of one year from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, he will remedy them without cost to owner.
- B. Should Contractor fail to remedy such defects within a reasonable length of time, to be specified in notice from Owner, owner may have such work performed and charge the entire cost to Contractor.

1.19 PERMITS AND FEES

- A. The Elevator Contractor shall obtain and pay for all necessary elevator permits and inspections required for the elevator changes.
- B. The Elevator Contractor shall obtain and pay for all necessary elevator repair and test permits.

1.20 TESTS

- A. Pay for Test Permits (\$400.00) and conduct tests and adjustments of equipment as specified or necessary to verify performance requirements as required by Commonwealth of Massachusetts Elevator Regulations 524 CMR - Latest Edition and the ANSI/ASME

A17.1. Safety Code for Elevators and Escalators and ANSI/ASME A17.2 Guide of Inspection of Elevators.

- B. Submit data taken during such tests to owner as directed.
- C. Acceptance test and one (1) annual state test included in scope of contract.

1.21 ACCEPTANCE TEST AND CERTIFICATION OF WORK

- A. At the completion of the modernization of the elevator the Elevator Contractor, after conducting all pre-testing of the elevator and the elevator systems, shall contact the Department of Public Safety to request a State Acceptance Test.
- B. Upon notification by the State of the scheduled test date, Contractor shall advise Owner of same.
 - 1. Owner to coordinate his personnel and contractors as required for testing of fire alarm system in relation to the operation of the elevator.
- C. At completion of the acceptance test witnessed by the Department of Public Safety, Elevator Division, Elevator Contractor is to post the Certificate of Use in the certificate frame.
 - 1. Copy of Certificate of Use is to be provided to the Owner.

1.22 INSPECTION

- A. The work shall be subject at all times to inspection by the Owner. Any materials installed or work performed found not to be in accordance with the Specification requirements, shall be replaced or corrected at no additional cost to the Owner.
- B. The Elevator Contractor shall furnish all necessary labor, gauges, O.E.M. manuals, equipment and measured test weights, equal to the capacity of the elevator, to make the test of the operating equipment. The test shall include but not be limited to:

1.23 NOTICE OF DELAY

- A. In the event of an actual or potential delay in either party's performance, such party shall give notice thereof to the other party.
- B. This delay, if acceptable, to be approved by all parties.
- C. If delay is due to Contractor's scheduling, no additional compensation is to be paid for labor or material due to any escalation or labor increase changes.
- D. If approved delay is due to Owner, based on scope and time frame of delay, additional compensation may be considered which will be in accordance with Price Adjustment Provision for materials and labor.

1.24 LABOR REGULATIONS AND CONDUCT AT SITE

- A. Contractor shall work in harmony with all labor employed on the site and shall be responsible for any delays or damages caused by his failure to do so.
- B. Personnel shall be instructed to refrain from unworkmanlike conduct while on the job.
- C. This is an occupied building. There shall be no smoking, profanity, loud radios, etc., while on site.

1.25 PERSONNEL APPROVAL

- A. All employees must have no less than 10 hours of OSHA- approved safety and health training.
 - 1. Training certificates to be submitted on assigned employees prior to commencement of any work or service.
- B. The Owner shall have the right, at no cost to the Owner, to terminate the performance of any of contractor's employees on this contract with five (5) days written notice, in which event Contractor shall assign a substitute if continued performance shall be required.

1.26 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- B. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby.
 - 2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the sub-contractors;
- C. Provide screens, partitions or other approved barricades to effectively isolate building personnel and public from work areas of elevator while it is out of service.
- D. Building will be occupied during execution of work. Work shall be conducted in a manner to afford maximum protection of building, facilities, employees and the public; and to prevent unreasonable delay or interference with normal functioning of the building.
- E. Provide fire extinguishers so that they shall be readily available at all times.
- F. It shall be the obligation of the elevator contractor to maintain a free and clear passageway in the elevator lobby. Parts, tools, etc., shall be kept within the confines of entrance barricades.
- G. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or

property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards and protection, including barricades, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

- H. All damage or loss to any property referred in clauses 1.26 – B: 1 and 2 caused in whole or in part by the Contractor, or anyone directly employed by them, shall be remedied by the Contractor.
- I. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.
- J. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- K. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damages, injury or loss.

1.27 EQUAL OPPORTUNITY

- A. During the performance under the Contract, the Contractor agrees as follows:
 - 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Such action shall include but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Contractor shall comply with all provisions of Executive Order No. 11246 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

1.28 DISPOSAL OF EQUIPMENT

- A. All equipment hereinafter specified shall be carefully removed in a professional manner. The disposal of the removed equipment shall be the Contractor's responsibility except as otherwise directed by the Owner:
- B. At completion of project, all spare parts not required in the upkeep of the elevator in adjoining buildings, will be properly disposed.

1.29 SUB-CONTRACTORS

- A. Contractor shall submit a list of all sub-contractors, if applicable, to be used in this Bid Proposal prior to start of work.

- B. Contractor shall not assign the Contract, or sub-contract any work to be performed thereunder without the prior written consent of the Owner.

1.30 NOTICE

- A. Contractor shall give all requisite notices to the proper authorities, obtain all official inspections, elevator permits and elevator licenses made necessary by the work and shall comply with all laws, ordinances, rules and regulations pertaining thereto. In addition, the Contractor shall conform with the rules and regulations of the National Boards of Fire Underwriters, the National Electrical Code, and the latest American National Standards Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, where applicable. If the contractor performs any work contrary to or not in conformity with such laws, ordinances, rules and regulations, Contractor shall bear all costs arising therefrom.
- B. Contractor shall take whatever precaution may be necessary to render any portion of the work more secure in any aspect, to decrease the liability of accident from any cause, and to avoid contingencies which are likely to delay the completion of the work. Also, the Contractor shall conduct the work so as to cause the least possible interference with or obstruction to the grounds, roads and facilities on or near which the work covered hereby may be performed. Damage to such existing facilities shall be repaired or replaced at the Contractor's own expense.

1.31 INSURANCE

- A. Contractor shall at all times carry insurance approved by the Owner with limits not less than described as follows: (Verify Owner's requirements which take precedence).
 - 1. Workers Compensation (in accordance with Commonwealth of Massachusetts)
 - 2. Comprehensive General Public Liability:
 - a. Bodily Injury – Limits \$1,000,000 per claim
 - b. Property Damage – Limits \$1,000,000 per claim
 - 3. Comprehensive Automobile Liability:
 - a. Bodily Injury – Limits \$1,000,000
 - b. Property Damage – Limits \$2,000,000
- B. The Owner and its related entities shall be named as an additional insured in the above policy.
 - 1. There shall be no exceptions to the Additional Insured requirement. OCPL or any derivative of same is not acceptable.
- C. Contractor agrees to pay promptly all premiums for such insurance policies and to submit the original or certified copies of certificates of the insurance policies for inspection by the

Owner prior to the beginning of any work hereunder. Contractor shall at all times keep such insurance in full force and effect.

- D. All insurance policies shall provide that the policy is not subject to cancellation, expiration or reduction in amount of insurance unless notice by registered mail shall have been received by the Owner not less than thirty (30) days prior to the date upon which should cancellation, expiration or reduction is to become effective. Should the Contractor within five (5) days after notice of such cancellation, expiration, or reduction, fail to procure such new insurance, the Owner at its option may secure substitute insurance, the cost of which shall be borne by Contractor, or cancel the contract by notice to the Contractor in writing, and no grace period upon cancellation shall be given to Contractor.
- E. Notwithstanding the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Contractor, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this agreement.

1.32 PERFORMANCE AND PAYMENT BOND

- A. Performance, Labor, Material and Payment Bond is deemed by the Owner to be required to cover the faithful performance of the contract and the payment of all obligations arising hereunder. Such bonds shall be obtained by the Contractor and the premium for such bonds will be paid by the Contractor.

1.33 INDEMNIFICATION

- A. The Contractor hereby agrees to indemnify and hold harmless the Owner, Agent, Engineer and any of its affiliates and subsidiaries from and against all liability claims and demands (including all reasonable attorney's fees and expenses of litigation) incurred by the Indemnities or any one of them arising out of the direct performance of this Contract directly by the Contractor, employees and agents of the Contractor, and the Contractor's property, except from and against such claims which may arise out of sole negligence of the Owner or any of its subsidiaries.
- B. The Contractor shall, at his own expense, defend any and all actions of law brought against the Owner and/or agent based thereon and shall pay all attorney fees including defense chosen by Owner and/or Agent and all other expenses and promptly discharge any judgments arising therefrom.
- C. These conditions also apply to any directly subcontracted operations under the jurisdiction of the Contractor.
- D. The Owner agrees to give the Contractor notice, within a reasonable time (Sunday and holidays excepted) of any accidents, alterations or change affecting the equipment covered by this Contract.
- E. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe in any operational manner which might cause injury to anyone utilizing the equipment. It is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes

unsafe or is operating in a manner which may cause injury to persons or damage to property.

1.34 PAYMENT REQUISITIONS.

- A. Submit A.I.A. Application for Payment Forms, including continuation sheets.
- B. All periodic payment requests shall be for work performed and for work in place.
- C. Prepayment at contract signing is not an allowable condition to this contract.
- D. Payment requisition #1 shall include project engineering, permit filing and general processing of the contract to that period. It shall not include a general percentage of the contract pricing.
- E. Requisitions for off site stored material shall be submitted with the following documentation:
 - 1. Copies of invoices
 - 2. Transfer of Title
 - 3. Certificate of Insurance for all risks
- F. Requisitions for materials stored on site shall be submitted with the following documentation:
 - 1. Transfer of Title
 - 2. Certificate of Insurance for all risks.

1.35 CLEAN-UP

- A. Periodic Cleaning: During the progress of work, the Contractor shall, at all times, keep the site and other work areas free from accumulation of waste or rubbish. Cleaning and removal of waste or rubbish must be performed on a daily basis.
- B. Final Clean-up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need for further cleaning or directly related painting of any kind and with all work in perfect order. In addition, upon completion of all work the Contractor shall remove from the vicinity of the work and from the building rubbish, unused materials, and other materials belonging to him or used under his direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and in the event of his failure to do so, the same shall be removed by the Owner at the expense of the Contractor, and he shall be liable therefore.
- C. Use of Owner's dumpsters is not permitted.

1.36 SECURITY REGULATIONS

- A. The Contractor shall familiarize himself with the Owner's security requirements, and shall abide by and conform with such established regulations at all times. The Contractor shall submit a list of personnel who will be responsible for the rehabilitation work and the maintenance service. List shall be kept current by Contractor.
- B. Contractor's employees may be required to utilize a sign in/sign out log.
- C. Proper identification must be worn at all times.

1.37 WORKING HOURS

- A. Normal working hours from Monday to Friday, except holidays, shall be considered from 8:00 a.m. to 4:30 p.m.
- B. Construction/Modernization: Normal working hours from Monday to Friday, except holidays, shall be considered from 7:00 a.m. to 3:30 p.m., or as discussed and agreed.
- C. Any restriction of noise to be discussed at pre-construction meeting.
- D. There shall be no work, unless authorized, on standard union Holidays.
 - 1. In accordance with the National Elevator Bargaining Association Agreement with I.U.E.C. Local #4, Article VI:
 - a. *"Par. 1 The following shall be designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.*
 - b. *Par. 2 In addition, each local may retain established unpaid holidays already agreed upon by past procedure or observed by local building trades councils or declared by State or National Governments. Any new Federal holidays such as President's Day and Columbus Day are not to be considered as paid or unpaid holidays unless previously celebrated by the parties to this Agreement.*
 - c. *Par 6 When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday."*
 - 2. Should scheduled repair work be requested by the Owner to be completed on standard union holidays:
 - a. In the event work is Modernization Contract Work, straight time billing rate shall be charged.
 - b. In the event scheduled Work is above the scope of the Modernization Contract Work, double time billing rate shall be charged.

1.38 CONTRACTUAL MAINTENANCE SERVICE

- A. The full preventive maintenance service contract included in this specification will cover the elevator and shall take effect immediately prior to removal of elevator from service or on a date as mutually agreed upon by the Contractor and Owner.
- B. Elevator Contractor shall furnish full preventive maintenance / warranty service and 24-hour emergency call-back service on the elevator equipment continuing without interruption for a period up to and including the final one (1) year full preventive maintenance / warranty period after completion of the Elevator. Prior to the expiration of the Certificate of Use, annual state safety testing and posting of the new Certificate of Use issued by the Department of Public Safety shall be completed.
 - 1. Included in the scope of work after modernization acceptance testing and issuance of the Certificate of Use, is one annual (or five year) state test prior to the expiration of the issued Certificate of Use.
- C. All regular maintenance work shall be performed during regular working hours of regular working days. The one (1) year full preventive maintenance / warranty period covering the elevator is included in the scope of this contract.
- D. The Contractor shall furnish full maintenance service and 24-hour emergency call-back service on the elevator in this Section. All regular maintenance work shall be performed during regular working hours of regular working days.
 - 1. This maintenance shall include systematic examinations and adjustments and lubrication of all elevator equipment. The Contractor shall also repair or replace electrical and mechanical parts of the elevator equipment whenever this is required, and shall use only genuine standard parts produced expressly for the equipment concerned. Renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear, shall not be the responsibility of the Contractor.
 - 2. All work under this maintenance provision shall be performed by MA licensed elevator personnel under the supervision and in the direct employ of the Elevator Contractor. Work shall be performed during the regular working hours and days of the Contractor. Emergency straight-time call-back service shall be available at all times at no additional cost to the Owner. The Contractor shall respond to an emergency call-back service within one hour on site.
 - a. Emergency overtime and holiday call back service shall be billed as follows:
 - 1) In the case of materials, no additional amount will be allowed.
 - 2) In the case of labor, only the premium (bonus time only) portion of the Contractor's standard overtime billing rate will be billed.

3. The Contractor shall be able to show that he has had successful experience in the complete maintenance of elevators, employs competent personnel to handle this service, locally maintains an adequate stock of parts for replacement or emergency purposes, and has qualified MA licensed personnel available at such places to insure the fulfillment of this service without unreasonable loss of time in reaching the job site.
 4. This maintenance service shall be performed solely by the Contractor and shall not be assigned or transferred to any agent or sub-contractor.
- E. Full Service Maintenance Contract shall consist, but not be limited, to the following:
1. Regularly and systematically examine, adjust, lubricate, clean and when conditions warrant repair or replace the following items and all other mechanical or electrical equipment:
 - a. Machine: Hydraulic power unit, valves, reservoir piping, muffler, pump, hydraulic fluid, tank heater.
 - b. Motor: motor windings, rotating elements, commutators, brushes, brush holders, bearings, field coils, rotators, stator slip rings.
 - c. Controller: All components, resistors, condensers, transformers, contacts, leads, dashpots, computer devices, selector switches, mechanical or electrical driving equipment, coils magnet frames, contact switch assemblies, springs, solenoids, resistance grids, hoistway vanes, magnets and inductors.
 - d. Motor starter, Solid State Motor Starter
 - e. Emergency lowering device, all components including battery.
 - f. Hoistway door interlocks or locks and contacts, hoistway door hangers and tracks, bottom door gibs, cams, rollers and auxiliary door closing devices. Chains, tracks, cams, interlocks and sheaves.
 - g. Hoistway limit switches, slowdown switches, leveling switches and associated cams, vanes, and electronic components.
 - h. Guide shoes including rollers and replaceable gibs.
 - i. Automatic power operated door operators, door protective devices, car door hangers, tracks, door clutch, and car door contacts.
 - j. Traveling cables.
 - k. Elevator control wiring in car, hoistway and machine room.
 - l. Buffers.

- m. Fixture contacts, push buttons, key switches, locks, lamps and sockets of button stations (car and corridor), lanterns, position indicators (car and corridor), direction indicators.
 - n. Emergency lighting including battery replacement.
 - o. The guide rails shall be kept free of rust. Where roller guides are used rails, shall be kept dry and properly lubricated. When sliding guides are used rails shall be properly lubricated. Renew guide shoe rollers and gibs as required to insure smooth and satisfactory operation.
 - p. Examine and make necessary adjustments or repair to the following accessory equipment including relamping of signal equipment: hall lanterns, car position indicators, car stations, electric door operators, interlocks, door hangers, safety edge.
 - q. Annual test of all safety devices including \$400.00 permit filing fee. All tests shall be performed in accordance with the provisions of the American Safety Code for Elevators and Escalators, ANSI/ASME A17.1 Current Edition.
 - 1) One (1) annual test to be included within the scope of this contract.
 - r. Monthly firefighters testing in accordance with A17.1: 8.6.10.1: "All elevators provided with firefighters' emergency operation shall be subjected monthly to Phase 1 Recall by use of the Key Switch and a minimum of one-floor operation on Phase II.
 - s. Repair or replace conductor cables and hoistway and machine room elevator wiring.
 - t. Regular monitoring of hydraulic oil in accordance with A17.1-2004, Section 8.6.5.7 and MA 524 CMR, Section 17.23(5)(e) and 17.23(9)(e) 1 and 2.
 - u. Maintain all elevator equipment in hoistways, machine rooms, and pits in a clean and orderly condition, free of dust and debris.
 - v. Furnish lubricants compounded specifically for elevator usage.
 - w. The Contractor shall check the dispatching system and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed.
2. The Contractor shall keep the elevator maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain the original door opening and door closing times, within legal limits.

3. Prior to the expiration of the issued Certificate of Use during the one year Maintenance / Warranty period, file a \$400.00 test permit on the elevator in this Section and conduct annual state safety test in the presence of the state elevator inspector.
 - a. It is the Elevator Contractor's responsibility to conduct one (1) annual test on the elevator and post a current Certificate of Use within the Elevator.

F. Work Not Included In Full Maintenance Contract shall consist of the following:

1. The Elevator Contractor shall be required and shall receive additional compensation to install new attachments or make any replacements with parts of a different design on the elevator as recommended or directed by insurance companies or by governmental authorities. These items shall be handled as a Compensated Repair.
 - a. Elevator Contractor shall be required to provide a proposal with full detail on pricing for labor and material.
2. The contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond the Contractor's control except ordinary wear and tear unless the Contractor receives just compensation.
3. The Elevator Contractor shall not be responsible for the following items of elevator equipment: car enclosure (including removable panels, door panels, plenum chambers, hung ceilings, light diffuses, light tubes and bulbs, handrails, mirrors and carpets); hoistway enclosure, hoistway doors, frames and sills.
 - a. If it is determined that damage to doors is due to maintenance deficiencies in roller or gib replacement, this work may be the responsibility of the elevator contractor.
4. The Elevator Contractor shall not be responsible for buried equipment.

G. Maintenance and Call Back Service:

1. All maintenance and call back work is to be performed during regular working hours of regular working days.
2. Emergency call backs shall be answered at all hours of the day or night and billed in accordance with Section H of these specifications. Should overtime repair work be required, the Owner will pay only the actual amount of the premium portion of the wage; the Contractor will pay the basic hourly rate.
3. Emergency call back response to be within one (1) hour for standard call back issues and for entrapments or unsafe conditions less or within one (1) hour on site.

H. Repair Work and Compensation for Repair Work:

1. Repair Work Definition:

The Contractor will begin on site within 24 hours all necessary repairs and replacements due to ordinary wear and tear.

2. Compensation for Repair Work:

- a. All Repair Work will be performed where possible during regular working hours of regular working days (8:00 a.m. to 4:30 p.m., Monday through Friday). No additional compensation will be paid for Repair Work performed during these working hours.
- b. When Repair Work must be performed outside of these working hours, prior approval shall be obtained from the Owner. When Repair Work is performed at the request of the Owner outside these working hours, the Contractor's compensation will be increased by only the following amounts:
 - 1) In the case of materials, no additional amount will be allowed.
 - 2) In the case of labor, only the premium portion of the Contractor's standard overtime billing rate will be billed.
- c. A separate monthly invoice under this Article will consist solely of the cost of labor for Repair Work as determined in this Article.
- d. When Repair Work is performed for the convenience of the Contractor outside of these working hours, the Contractor's compensation will not be increased.

3. Access to Records:

- a. The Contractor will provide, when requested, all records and documents in possession of the Contractor, relating to labor expended and material used in the Performance of Repair Work, for which the Contractor has been or is to be compensated according to the method described in the paragraph above. Such records and documents will be limited to time tickets and records or replacement parts with the published price lists of the Contractor.

4. Repair Work Procedures:

- a. Whenever any Repair Work is to be performed by the contractor that will require additional compensation, an estimate of the additional compensation and out-of-service time will be submitted to the Owner, who will give written approval to the contractor.

- b. In case of an emergency, verbal approval from the owner will suffice.
 - c. Such approval of the Repair Work, in accordance with the terms of this agreement, will entitle the Contractor to compensation in addition to the monthly payments for maintenance if the work is to be performed in other than regular hours.
 - d. The Contractor will, as a condition of payment for such work, furnish to the Owner at the end of each week daily time slips showing (1) the time and number of each workman employed on such work, (2) the number of hours daily which he is employed thereon, and (3) a brief description of the nature of the work performed. Such weekly time slips are for the purpose of enabling the Owner to determine the accuracy of the amounts to be paid to the Contractor for Overtime Repair Work.
- I. Extra Work and compensation for Extra Work:
- 1. Extra Work Definition:
 - a. The Owner will pay the contractor, in addition to the monthly price for maintenance, for such proportion of the material and labor cost of any repairs and replacements that are necessitated directly by negligence, misuse, accidents, fire, flood, vandalism or abuse which are not the fault of the Contractor.
 - 2. Replacement of Materials for Extra Work:
 - a. Where it is necessary for the Contractor to replace any item of material during the performance of Extra Work under this agreement, the contractor will first submit to the Owner for approval the name of the item or items, the quantity needed, and the material price that the Owner is to be billed. In case of an emergency, verbal approval from the Owner will suffice.
 - 3. Compensation for Extra Work:
 - a. The Owner and the contractor will mutually determine the amount of payment for Extra Work by the Contractor. The amount of payment shall be calculated based on the material and labor used to perform the Extra Work.
 - b. The separate monthly invoice under this Article will consist of the cost of repairs or replacement as noted above.
 - c. When Extra Work is performed for the convenience of the contractor outside of the regular working hours of regular working days, the Contractor's compensation shall be limited to the straight-time portion of labor cost. The Contractor will be compensated for overtime hours only upon prior approval by the Owner.

4. Access to Records for Extra Work:

- a. The Contractor will provide, when requested, all records and documents in possession of the Contractor directly relating to labor expended and materials used in the Performance of Extra Work (time and material basis) for which the contractor has been or is to be compensated, according to the method described above. Such records and documents will be limited to time tickets and records of replacement parts with the published price lists of the Contractor. Certification of other costs will be provided by independent auditors of the contractor's and Owner's mutual choosing at the Owner's request. This audit will be compensated for separately by the Owner. If certain materials manufactured by the Contractor do not appear on the published price lists, the Contractor may be requested to display evidence that the charges to the Owner are comparable to those that are being offered to other similar customers of the Contractor.

5. Extra Work Procedures:

- a. Whenever any extra work is to be performed by the contractor, an estimate of additional compensation and out-of-service time will be submitted to the Owner, who will give approval to the contractor prior to start of Extra Work. Such approval of the work, in accordance with the terms of this agreement may entitle the Contractor to monthly compensation. The Contractor will, as a condition to payment for such work, furnish to the Owner, for the purpose of auditing, at the end of each week, daily time slips showing (1) the number of hours daily which the Contractor has employed thereon, and (2) a brief description of the nature of the work performed, and a list of material used. Such weekly time slips are for the purpose of enabling the Owner to determine the accuracy of the amounts to be paid to the Contractor.

J. Maintenance Responsibility

1. The Owner reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevator and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be his responsibility to make (1) make immediate communication with the Owner; (2) take the necessary steps to make corrections within 30 days after his receipt of such notice. In the event that the deficiencies have not been corrected within 30 days, the Owner may terminate the Contract and employ a Contractor to make the corrections at the original bidder's expense.
2. Approximately three months prior to the end of the contract warranty term, the Owner will make a thorough maintenance inspection of the elevator covered under the contract. At the conclusion of this inspection, the Owner shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

1.39 SCOPE OF WORK

- A. The Elevator Contractor shall bear the responsibility for coordinating access and stand by services for related trades that will be required in performing all the work as specified herein and provide a complete elevator system in full accordance and compliance with all Code Authorities having jurisdiction.
- B. Elevator Contractor responsible to provide all labor, materials and equipment and services necessary to replace elevator equipment and/or refurbish equipment which is scheduled to be reused as herein specified.
- C. The Elevator Contractor shall be responsible for but not limited to the following:
 - 1. Produce elevator modernization in accordance with all code regulations and in accordance with specifications.
 - 2. Removal of existing elevator material and proper disposal as herein specified.
 - 3. Replacement of cab, complete.
 - 4. New car and hall fixtures in compliance with code including all accessibility codes.
 - 5. Integration of Fire Fighters' Service (VMI Job #006599, dated 04/24/2012).
 - 6. Coordination of services with Owner's fire alarm contractors.
 - 7. Acceptance testing of elevator.
 - 8. Protection at each floor while performing work.
 - 9. Final clean up after completion of project including, but not limited to, patching, cleaning and painting any areas affected by this work.
 - 10. A complete product in conformance with regulating codes.

1.40 RELATED WORK TO BE PERFORMED BY THE ELEVATOR CONTRACTOR:

- A. Provide all cutting, patching and painting required to perform all work specified.
- B. Elevator Contractor responsible to provide coordination of services for Related Fire Alarm Work for Firefighters' Service including access and standby services, as required, in and to Machine Room, Hoistway and Pit. Cost provision for these stand-by services are included in the scope of this Work and are to be conducted in conjunction with the Elevator Contractor's actual on-site scheduled work.
- C. Provide all required controller tie-in for new elevator Firefighters' Service.

1.41 RELATED WORK TO BE PERFORMED BY OWNER:

A. Firefighters Recall:

1. Building Fire Alarm Requirements and related work for new Elevator Firefighters' Phase I recall operation, 'Designated Floor,' 'Alternate Floor,' and 'Flashing light' operation.
 - a. All required fire alarm modules to be located in elevator machine room.
2. Insure each existing smoke detector at each elevator lobby and elevator machine room is programmed for elevator firefighters' recall.
3. Existing fire alarm system shall be active throughout the modernization phase.
4. All wiring from fire alarm system shall be Class A, supervisory type.
5. All boxes and conduits which make up the fire alarm system shall be field painted 'fire department' red.
 - a. Smoke detector at all elevator entrance lobbies and machine room with contact wires brought back to the elevator controller (tie in by Elevator Contractor).
 - b. Minimum four conductors in conduit (which will initiate elevator recall) for the elevator from the fire alarm panel to the elevator machine room. Three sets of dry contacts and/or modules which initiate elevator recall to be located in the machine room for the incorporation of elevator Firefighters' Service. Zones shall be for: (1) Designated Recall Level; (2) Alternate Recall Level; (3) "Flashing Hat."
 - 1) When activated, a fire alarm initiating device in the machine room shall cause the visual 'fire hat' signal in the elevator car station to illuminate intermittently.
 - c. Conduits containing elevator circuits should be dedicated to elevator circuits only from electric panel of origin to the elevator machine room.
 - d. Provide all necessary components (relays, required contacts and zones) for a complete system.
6. The fire alarm initiating devices shall operate Fire Fighters' Emergency Phase I Elevator Recall.
7. Sequence of Elevator Recall Operation:
 - a. Any elevator lobby smoke detector (other than first floor lobby 'G' landing) shall recall the elevator to the 'G' lobby landing.
 - b. The first floor elevator lobby smoke detector shall recall the elevator to the alternate floor.

- 1) Alternate floor to be determined.
- c. The machine room smoke detector shall recall the elevator to the first floor. The firefighters' hat illuminated signal in the car operating station shall intermittently illuminate.
8. Owner's Contractor shall be responsible for all applicable permit filing requirements.

1.42 QUALITY OF MATERIALS

- A. New, best of their respective kinds and free from defects.
- B. Materials and equipment of similar application: same manufacturer, except as noted.
- C. Secure approval of materials, equipment and installation.

1.43 NOISE AND VIBRATION

- A. Due to faulty equipment or workmanship: correct as approved without additional charge. All installation noise will be kept to a minimum.

1.44 MOVING OF EQUIPMENT

- A. Where necessary, ship in crated sections of size to permit passing through available spaces.

1.45 CLEANING

- A. Brush and clean work prior to concealing, painting and acceptance. Perform in stages if directed.
- B. Remove debris from inside and outside of materials and equipment.
- C. Equipment shall be cleaned prior to final inspection.

1.45 PAINTING

- A. Paint:
 1. Best grade for purpose; rust inhibitive.
 2. Deliver in original sealed containers. Provide MSDS information.
 3. Apply in accordance with manufacturer's instructions.
 4. Color: as directed by the Owner.
- B. Preparation:

1. Clean, de-grease, deburr.
- C. Motors, Machinery:
 1. Finish smooth.
 2. Prime coat, fill and finish coat in factory, touch-up in field.
- D. Repair scratches and other damage in field; use same prime and finish materials.
- E. Holes left in walls and/or floors as a result of removal of existing equipment shall be neatly patched and painted as noted below:
 1. Painted surfaces of any existing wall and ceiling which are damaged by work of this contract shall be touched-up with at least two coats of paint in color to blend and match existing paint finish.
 2. Touch-up painting shall be extended sufficiently beyond patched surfaces to insure neat appearance.
 3. #4 satin stainless steel plates shall be affixed to any area where a fixture was eliminated.

1.46 TESTS

- A. Pay for all elevator permits and perform as required by Code and as hereinafter noted and in presence of Authorities having jurisdiction.
- B. Provide required labor, material, equipment and connections.
- C. Document results and submit for approval.
- D. Repair or replace defective work, as directed.
- E. Pay and bear responsibility for restoring or replacing new work damaged due to tests, as directed.

1.47 FINAL INSPECTION

- A. The proper operation of the elevator system and compliance with contract requirements, including compliance with all applicable requirements of the A17.1 Code, shall be demonstrated. The inspection procedure outlined in ANSI/ASME A17.2.2 Inspector's Manual for Hydraulic Elevators form a part of the final inspection. Furnish all test instruments and materials, required at the time of final inspection, to determine compliance of the work with the contract requirements.

1.48 CLOSE-OUT SUBMITTALS

- A. At Final Completion of Project, Contractor shall submit to Owner two (2) copies of the required manuals, as detailed below.
- B. Manufacturers and Parts Lists, Drawings, Diagrams:
 - 1. Furnish two (2) printed, bound sets of fixture and cab drawings. Include the following:
 - a. Test Report and Certificate of Use.
 - 2. Elevator Keys
 - a. Provide two sets of keys for Owner's use; namely, Independent Key, fan and light key and any designated car access key as applicable.

1.49 WIRING DIAGRAMS

- A. Provide two complete copies of field wiring changes.
 - 1. One copy to Owner; one copy to be stored in machine room.

1.50 ADDITIONAL REQUIREMENTS

- A. Testing of all elevator equipment prior to expiration of the Certificate of Use issued by the Department of Public Safety at the acceptance of the Project.
 - 1. No less than three months prior to the expiration of the above noted Certificate of Use on the elevator, file required straight time permits for annual and/or five year weight safety test, firefighters' testing of elevator equipment.
 - 2. Include in base bid all costs (permits, labor, load testing) to conduct this testing.
 - 3. It is the Elevator Contractor's responsibility to obtain, provide a copy for the Owner, and post the Certificate of Use in the Certificate Frame in the elevator.

1.51 SCHEDULE OF ELEVATOR WORK

- A. Time frame for completion. All time is in weeks from formal Notice to Proceed.
- B. Timeframe for mobilization shall commence upon contract signing.
 - 1. Engineering, submission of drawings and approvals.
 - 2. Lead Time for Fabrication and Delivery.
- C. Time Frame for Modernization:
 - 1. Time is of the essence in this contract. Schedule to be provided in Form of Proposal.

1.52 ELEVATOR SCHEDULE

Elevator No:	1
State ID:	274-P-88
Type:	Passenger
Capacity:	2500 Lbs.
Speed:	100 FPM
Floors Served:	Four (4): L, G, M, B
Operation:	Simplex, Selective Collective, Automatic
Machine:	Hydraulic Power Unit
Car & Hoistway Doors:	Power Operated, Single Speed Side Opening 2'-8" wide x 7'-0" high

PART 2 - PRODUCTS

The work specified pertains to the elevator unless otherwise noted.

2.01 MACHINE ROOM EQUIPMENT

A. Fire Emergency Control Service:

1. Phase I emergency recall operation:
 - a. Existing VMI controller currently equipped with Firefighters' Service.
 - 1) If required, additional requirements to be confirmed with VMI.
 - b. A three (3) position key operated switch will be provided only at the designated level for the elevator labeled "FIRE RECALL" and its positions marked "RESET," "OFF," and "ON" (in that order), with the "OFF" position as the center position. The "FIRE RECALL" letters shall be a minimum of 5mm (0.25 in.) high in red or a color contrasting with a red background located in the lobby within sight for each single elevator or for each group of elevators and shall be readily accessible. The key shall be removable only in the "ON" and "OFF" positions.
 - c. All "FIRE RECALL" switches shall be provided with an illuminated visual signal to indicate when Phase I Emergency Recall Operation is in effect. Required signage at the designated level shall be provided.
 - d. When the switch is in the "OFF" position, normal elevator service shall be provided.
 - e. When the switch is in the "ON" position, all elevators controlled by this switch and which are on automatic service shall return non-stop to the designated level and the doors shall open and remain open.
 - f. A car traveling away from the designated level shall reverse at or before the next available floor without opening its doors.
 - g. A car stopped at a landing shall have the in-car emergency stop switch rendered inoperative as soon as the door is closed, and the car starts toward the designated level. A moving car, traveling to or away from the designated level, shall have the in-car emergency stop switch rendered inoperative immediately.
 - h. A car standing at a floor other than the designated level with doors open and in-car emergency stop switch in the run position, shall close the doors without delay and proceed to the designated level.
 - i. Door reopening devices for power-operated doors which are sensitive to smoke or flame shall be rendered inoperative. Mechanically actuated door reopening devices not sensitive to smoke or flame shall remain operative. Car door open buttons shall remain operative.

- j. All car and corridor call buttons and all corridor door opening and closing buttons in the car operating panels shall be rendered inoperative and all call registered lights and directional lanterns shall be extinguished and remain inoperative. Position indicators, when provided, shall remain in service.
 - k. The car shall be provided with a visual and audible signal system which shall be activated to alert the passengers that the car is returning non-stop to the designated level.
 - 1) A fire alarm initiating device in the machine room, when activated, shall cause visual signal in car to illuminate intermittently.
2. Smoke Detectors:
- The elevator contractor is to provide all of the necessary elevator controls, applicable wiring and connections for smoke detector operation as required by code for Phase I Firefighters Emergency Return.
3. Phase II Emergency In-Car Operation:
- a. A Firefighters' Operation Panel shall be provided at the top of the car operating panel labeled in red "Firefighters' Operation".
 - b. A visual signal shall be provided and located on the car operating station.
 - c. The firefighters' operation panel cover shall be openable by the same key (MA 3502) that operates the "Fire Operation" switch.
 - d. Firefighters' operation sequence shall be printed on the inside cover of the panel's hinged door.
 - e. Located within the firefighters' Panel and grouped together at no more than 72" above the floor shall be a "Call Cancel" button, an additional visual signal, a "Stop" button, a "Door Open" button, a "Door Close" button and three position Firefighters' key switch.
 - f. The three-position ("OFF," "HOLD," and "ON" in that order) key-operated switch, labeled "FIRE OPERATION," shall be provided in the Firefighters' Panel and shall be readily accessible. The label "FIRE OPERATION" lettering shall be a minimum of 5 mm (0.25 in.) high in red or a color contrasting with a red background. It shall become effective only when Phase I Emergency Recall Operation is in effect and the car has been returned to the recall level. The switch shall be rotated clockwise to go from "OFF" to "HOLD" to "ON". The key shall be removable in each position. Required signage shall be provided.
 - g. The operation of the elevator on Phase II emergency in-car operation shall be by trained emergency service personnel only and shall be as follows:
 - 1) The elevator shall be operable only by an authorized person in the car.

- 2) All corridor call buttons and directional lanterns shall remain inoperative.
 - 3) The opening of power-operated doors shall be controlled only by continuous pressure "Door Open" button. If the button is released prior to the doors reaching the fully open position, the doors shall automatically reclose. Open doors shall be closed by continuous pressure on "Door Close" button.
 - 4) When the switch is in the "Hold" position, the car shall remain at the floor with its doors open, and "Door Close" button shall be inoperative.
 - 5) Door reopening devices rendered inoperative shall remain inoperative.
 - 6) Means shall be provided to cancel registered car calls.
 - 7) The Elevator shall only be removed from Phase II operation by moving the emergency key-operated switch in the car to the "off" position with the car at the designated or alternate level.
4. To remove elevator from Phase 1 Emergency Recall Operation, the "Fire Recall" switch shall be rotated first to "Reset" and then to the "off" position.
 5. All keys for fire emergency service shall be as specified in 524 CMR.

2.03 HOISTWAY AND CAR EQUIPMENT

A. Wiring:

1. Provide applicable wiring to incorporate:
 - a. Signal and fixture circuits and operation.
 - b. Firefighters' Service.
 - c. All wiring shall conform to NFPA standards.

B. Car Frame, Platform, and Toe Guard:

1. Retain car sling and platform.
 - a. Car frame, auxiliary supports:
 - 1) Insure integrity of structural steel members.
 - 2) Tighten to insure form rigid unit.
 - b. Car Platform and Sub-floor:

- 1) Designed for class of loading specified.
 - 2) Steel frame with steel subfloor or structural steel frame.
 - a) Double wood flooring, each floor minimum $\frac{3}{4}$ " thick, marine grade plywood.
 - 3) Underside: Fireproofed with minimum No. USSG sheet steel.
 - 4) Mount on neoprene pads.
 - 5) Support pads with auxiliary steel frame fastened to car frame forming isolated cushion between car and frame.
 - 6) Substantial support member to prevent bowing.
- c. Toe Guard:
- 1) Minimum No. 16 USSG cold rolled sheet steel on entrance side.
 - 2) 18 Ga.
 - 3) Full width of entrance.
 - 4) As required by Code.

C. Cab

1. Remove existing cab, complete, and provide new shell, panels, ceiling and canopy.
 - a. Wood core Class 'A' fire rated $\frac{3}{4}$ " substrate cab shell.
 - b. Side and Rear Walls.
 - 1) Cab shell side and rear walls faced with high impact plastic laminate.
 - a) Provide color samples.
 - 2) Balanced, backed and sealed with #4 satin stainless steel wainscoting from the floor up to the handrail elevation.
 - 3) Upper Panels: Add $\frac{1}{4}$ " vertical satin stainless steel bar inlays for panelized design.
 - 4) Required spacing to be provided for installation of flooring.
 - 5) Final design approved by Owner.
 - c. Minimum $\frac{3}{4}$ " plywood backing.

- d. Hoistway side to be fireproofed with minimum No. 26 USSG galvanized sheet steel.
 - e. Required spacing to be provided for installation of finished flooring.
2. Front Return Entrance Columns:
- a. Stationary reinforced return panel set up to accommodate new car station.
 - a. Minimum No. 14 USSG stainless steel plane surface, No. 4 satin finish.
 - b. Strike Jamb: reinforced strike jamb and entrance column. Finish to be No. 14 USSG stainless steel, #4 satin finish.
3. Transom:
- a. Full width, reinforced transom.
 - b. Finish to be No. 14 USSG, #4 satin finish to match cab.
 - c. Header: Reinforced header support angle.
4. Canopy:
- a. Minimum #12 USSG cold rolled stretcher leveled furniture steel.
 - b. Center canopy to include low profile, #4 satin stainless steel ceiling face to maximize ceiling height.
 - c. Reinforced to support weight of 5 workmen minimum as required by code.
 - c. Top emergency exit, concealed hinges, chain stop, hairline joints.
 - 1) Include MA 3502 cylinder lock with electrical contact for emergency exit. Lock and contact to prevent operation of car with exit door open.
 - 2) Operation of lock and contact to be in accordance with A17.1-2004: 2.14.1.5.1 and 8.4.4.1 along with MA 524 CMR 35.00.
 - e. Provide guard rail at car top, rear and sides.
 - 1) 4" toe board to be incorporated.
5. Ventilation:
- a. Grille of stainless steel, vandal resistant design.
 - b. Provide two speed exhaust fan mounted on isolated rubber grommets with diffuser and grille.

- c. Fan shall be quiet in operation.
- 6. Lighting and ceiling:
 - a. LED downlights.
 - b. Island type low profile suspended ceiling finished in satin stainless steel.
 - c. Install high efficiency LED lighting in each light fixture (Man-O-Tec or comparable).
 - d. Final design approved by Owner.
- 7. Pad Hooks:
 - a. Provide on front, sides and rear panels.
 - b. Stainless steel.
 - c. Threaded
- 8. Protection Pads:
 - a. Provide for front, sides and rear panels.
 - b. Pads shall be fitted, quilted, fire retardant canvas.
 - c. Adequately filled to provide proper protection.
 - d. Arrange stitching to prevent sagging.
 - e. Openings, in area of operating and indication devices securely finished.
 - e. Heavy duty brass eyelets properly spaced to suit pad hooks.
- 9. Handrail:
 - a. Provide on side and rear walls.
 - b. Finish to be No. #4 satin steel.
 - c. Approximate section 3/8 inch x 2 inch minimum solid bar.
 - d. Ends turned back to wall.
 - e. Inconspicuous fastenings.
 - f. Fastenings shall not protrude from brackets or form rough edges.

- g. Height above finished cab floor to conform with code requirements for the handicapped.
 - h. Provide Bumper Rail, 4" minimum solid bar. Positioned to provide maximum cab protection.
10. Floor and Car Sill:
- a. Flooring:
 - 1) Remove existing floor.
 - 2) Floor covering:
 - a) Vinyl tiles with raised disk design.
 - 1) Pattern and color to be confirmed by Owner.
 - i. Samples to be provided for Owner's review.
 - 2) Installation in accordance with manufacturer's product specifications.
 - b. Car sill
 - 1) Remove existing car sill and replace:
 - a) Install extruded aluminum sill with approved nonslip surface.
- D. Car Door:
- 1. Provide new cab door as follows:
 - a. Match existing opening size and type.
 - b. Hollow metal.
 - c. Flush panel.
 - d. Minimum thickness one inch.
 - 1) Formed of minimum No. 16 USSG cold rolled stretcher leveled furniture steel.
 - 2) Reinforced full height with formed steel vertical members tying both faces together, maximum 9 inch centers.
 - 3) Reinforced on inside to receive existing hangers, guides, leading edge reversing device and door operating equipment.

- 4) Filled with fireproof sound deadening material.
- 5) Two door guides per door.
 - a) Nonmetallic.
 - b) Adjustable.
 - c) Long wearing.
 - d) Minimum clearance in sill groove.
 - e) Quiet in operation.
- 6) Clad door on car side and leading edge with:
 - a) Minimum No.16 USSG No. 4 satin stainless steel.
 - b) All fastenings invisible on car side and leading edge.
- e. Existing electronic screen shall be reinstalled.

E. Hoistway Entrances:

- 1. The existing entrance frames and doors will be reused as existing.
- 2. The existing hoistway sills will be retained.
 - a. Clean complete.

F. Hoistway Access Switches:

- 1. Provide new key-operated top and bottom of hoistway access key switches which shall permit limited movement of the car at top and bottom landings for hoistway and car door opening and car positioning.
- 2. The switch shall be operative only when the inspection switch in the car operating panel is in "INSPECTION" position.
- 3. Car travel provided by the access switch shall be limited to the extent of hoistway door opening.
- 4. Automatic operation of the elevator, or car and hoistway doors, shall be inoperative when the hoistway access switch is in use.
- 5. Switch shall be cylinder type having at least five pins or discs and shall be spring return to the "OFF" position. Key shall be different from all building keys except elevator inspection switch key. Finish shall be # 4 satin stainless steel.

2.03 OPERATION PANELS AND SIGNAL FIXTURES

- A. The existing car operating panel and hall operating stations and signals shall be removed and replaced and/or eliminated as detailed. New equipment shall comply with the following. All lights for buttons and signals to be LED. All fixtures and buttons to be tamper proof, vandal resistant design. There shall be no plastic lenses. Buttons shall contain center jewel illumination.

1. Faceplates:

- a. The faceplates of all hall push button fixtures shall be designed for surface mounting.
 - 1) Face plates to be oversized to fully cover removed adhesive signage.
- b. Car panel finish to be Stainless Steel, #4, satin finish.
- c. Provide blank face plates for all eliminated elevator boxes in lobby.
- d. All lettering and signs to be engraved and backfilled. Applied signs are not approved.

2. Pushbuttons:

- a. Pushbuttons in car operating panels and hall button stations shall have contacts and wearing parts of materials sized to meet the requirements of elevator service. Buttons shall be so designed that a spring will take up the initial pressure from which contact is made and further pressing shall seat the button on or in the faceplate.
- b. All buttons to be heavy-duty, tamper-proof, vandal resistant design.
- c. Landing call buttons and designated car buttons shall also serve as registered call signal indicators, and shall have their function indelibly and legibly identified.
- d. Landing call buttons shall contain indications and car buttons shall contain floor designations.
- e. When a landing call button is operated, the button shall illuminate to indicate that the call has been registered. The signal shall be extinguished when the car has served the registered call.
- f. All lights shall be LED.
 - 1) Light shall be located in center of button.
- g. Car and hall buttons shall be of vandal resistant, tamperproof type, positive stop design as approved.

3. Door Operating Buttons:

"Door Open" and "Door Close" buttons shall be provided in same faceplate as operating buttons, and shall be similar in size and design to floor buttons, but not illuminated.

4. Boxes:

Provide a sheet metal containing box for each fixture with sufficient knockouts and grommets to receive flexible cable. Box shall be minimum No. 12 USSG and adequately reinforced.

5. Car Operating Panel:

Car shall be equipped with a new car operating panel containing all controls for the type of operation specified.

Operating panel faceplate shall be permanently attached to fixture box with hinges that will allow the faceplate to swing out into a position where the switch modules and all other components can be easily worked upon.

The top operating button shall not be more than 48" for front approach and 54" for side approach from the floor. All designations shall be engraved and backfilled. No attached signs may be used. All keyed lockout switches shall be as existing.

The new car panel shall be similar to the existing and shall contain at a minimum the following:

- a. Floor buttons.
- b. Keyed stop switch.
- c. Alarm button.
- d. Door open button.
- e. Door close button.
- f. Emergency light test switch.
- g. Car Light switch.
- h. Fan switch: two speed.
- i. Firefighter's Operation Panel with visual and audible signal.
- j. Key-operated inspection switch.
- k. Key-operated independent service switch.
- l. Vandal resistant hands free push button telephone.
- m. Certificate Frame (integral to car station).

1) Size in accordance with MA Certificate of Use.

n. All required signage properly engraved in a size as required by code.

o. Digital position and direction indicators.

B. Provisions for the Handicapped:

1. Arabic Numerals and Braille Symbols: Provide raised Arabic numerals 5/8 in. in height and Braille symbols corresponding to the numerals on the elevator buttons located immediately left thereof. The Braille symbols shall be placed to the left of the corresponding raised Arabic numerals, or where space does not permit, the Braille symbols shall be placed directly below the Arabic numerals. Other controls and emergency equipment shall be identified by raised symbols, including door open, door close, emergency alarm, emergency bell, emergency stop, and telephone.
2. Locations of Numerals and Symbols: Passenger elevator door frames on all elevator floors shall have the number of the floor on which the frame is located designated Arabic numeral 2 in. in height of approximately 60 in. above the floor located on both sides of jamb so that it is visible from within the elevator. Braille symbols shall be placed directly to the left of corresponding raised Arabic numerals.

C. Car Position Indicator:

1. Furnish in the car operating panel a new digital position indicator with digital direction arrows. The required audible floor passing signal will be installed to comply with handicap code.

D. Car Traveling Lanterns:

1. Car traveling lantern shall be installed in elevator to operate as required for ADA Code. Lantern shall be vandal proof, tamper resistant. Finish shall be #4, satin stainless steel.
2. Audible signals to be provided in accordance with code.
3. Fixtures to be vandal resistant without plastic lenses.
4. One fixture on side of the car jamb.

E. Hall Position/Direction Indicator

1. New digital indicator shall be installed at main landing only.
 - a. Finish to be #4 satin stainless steel.
2. New digital indicator in conformance with ADA standards to be provided.
3. There shall be no plastic lenses.

4. Indicators at all other levels to be eliminated, all wiring removed and areas covered by #4 satin stainless steel plates.

F. Hall Pushbutton Stations:

1. The existing hall pushbutton station faceplate shall be removed. The centerline of the new hall pushbuttons shall be located not higher than 42 inches from the centerline of the button(s) to the finished floor. New oversized faceplate will be acceptable. Include engraved fire sign. Pushbuttons are to be vandal resistant design. All existing non-functional fixtures will be removed and blank faceplates installed. All corridor faceplates are to be finished in #4 satin stainless steel.
 - a. Surface mounting.
 - b. One hall push button each landing.
 - c. Main floor station shall have three position Firefighters' Service keyed switch and an illuminated Firefighters' Jewel visual signal.
 - d. Provide all code required signage properly engraved. Fire signage to be in conformance with MA code.
 - e. Provide keyed lockout as existing in each panel.
 - f. Face plate to be oversized as necessary to fully cover opening.
 - g. All cutting and patching of holes by elevator contractor.

G. Firefighters' Service Key Switch

1. Provide three position firefighters' service keyed switch at main landing in hall push button station.
2. Provide illuminated fire hat visual signal.
3. Provide required signage. All signage to be engraved.

H. Communication:

1. Telephone
 - a. Provide as an integral part of the car station a vandal resistant, two (2) way, push button self dialing telephone. All cable to be shielded for proper operation.
 - b. The push button shall be visible and permanently identified as "HELP."
 - c. The identification shall be on or adjacent to the "HELP" button.
 - d. When the push button is actuated, the emergency two-way communication means shall initiate a call for help and establish two-way communication.

- e. Recorded message shall be programmed on phone which identifies the building location, elevator number and that 'assistance is required.'
- f. After the call is acknowledged signal is sent, the two-way voice communications shall be available between the car and authorized personnel.
- g. The two-way communications, once established, shall be disconnected only when authorized personnel outside the car terminates the call.
- h. The two-way communications shall not be transmitted to an automated answering system. The call for help shall be answered by authorized personnel.
 - 1) Owner to provide telephone number where phone is to be programmed.
- i. Operating instructions shall be incorporated with or adjacent to the 'HELP' BUTTON.
- j. Two -way communication shall be programmed in accordance with code requirements.

I. Audible Signals

- 1. Audible tones for arrival and direction of elevator to be provided in accordance with Code regulations:
 - a. Signals shall sound 'once' for the 'UP' direction.
 - b. Signal shall sound 'twice' for the 'DOWN' direction.
 - c. As the car passes or stops at a floor, an audible signal shall sound.
 - d. Audible signal shall be no less than 20 decibels.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All work performed shall be by competent, licensed and experienced personnel in their respective trades. All workmanship and materials shall meet the Commonwealth of Massachusetts Board of Elevator Regulations 524 CMR, A17.1 and all regulatory codes.
- B. All required elevator permits shall be the responsibility of the Elevator Contractor. Copies to be submitted to owner.
- C. Painting:
 - 1. Paint:
 - a. Best grade for purpose; rust inhibitive.
 - b. Deliver in original sealed containers.
 - c. Provide MSDS
 - d. Apply in accordance with manufacturer's instructions.
 - e. Color: as directed by Owner.
 - 2. Preparation:
 - a. Clean, de-grease, de-burr.
 - 3. Holes left in walls and/or floors as a result of removal of existing equipment shall be neatly patched and painted as noted below.
 - a. Painted surfaces of any existing wall and ceiling which are damaged by work of this project, shall be touched-up with at least two coats of paint in color to blend and match existing paint finish. Touch-up painting shall be extended sufficiently beyond patched surfaces to insure neat appearance.

3.02 ADJUSTING AND CLEANING

- A. All equipment shall be adjusted, prior to final testing, to obtain peak operation from all equipment.
- B. Cleaning:
 - 1. Brush, clean work prior to concealing and painting. Perform in stages, if directed.
 - 2. Remove debris from inside and outside of materials and equipment.
 - 3. All equipment shall be cleaned prior to final inspection.

3.03 FIELD QUALITY CONTROL

A. Tests:

1. Perform as required by Code and as hereinafter noted and in presence of:
 - a. Authorities having jurisdiction
 - b. Owner, except as noted.
2. Provide required labor, material, equipment and connections.
3. Document results and submit for approval.
4. Repair or replace defective work, as directed.
5. Pay for restoring or replacing damaged work, due to tests, as a result of the Contractor's negligence.

B. Final Inspection:

When all work is completed, and tested to the satisfaction of the Contractor, the Contractor shall notify the Owner in writing that the elevator is ready for final inspection and acceptance test. A state acceptance testing and inspection date shall then be arranged. The proper operation of the elevator system and compliance with contract requirements, including compliance with all applicable requirements of the Code, shall be demonstrated to the Owner. Furnish all test instruments and materials, required at the time of inspection.

C. Final System Tests for Smoke Detection/Elevator Recall:

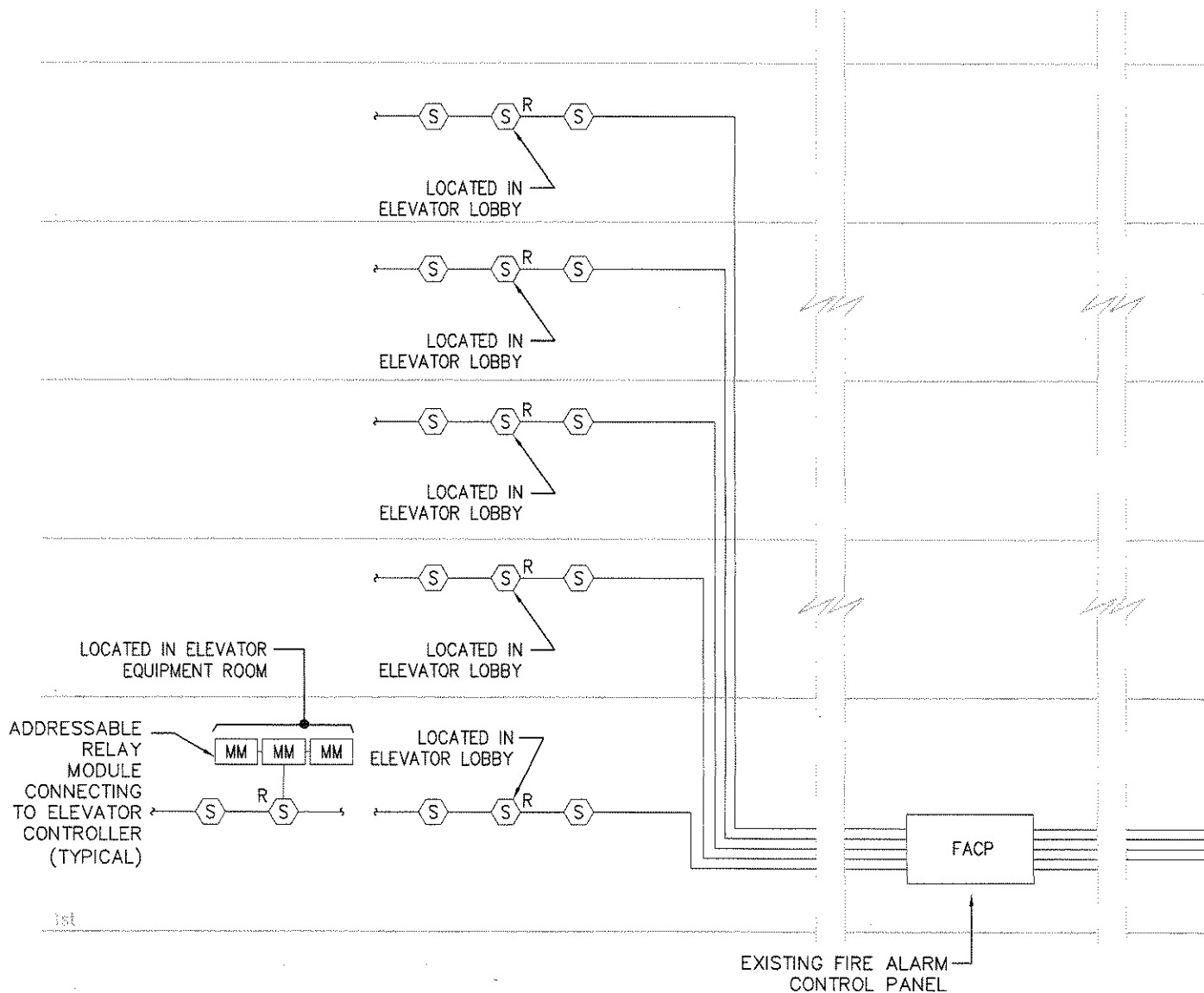
1. After work is completed, conduct a pre-test as applicable as well as a final state acceptance test of entire smoke detector, firefighters' recall system.
2. All costs associated with the pre-test and final test including that of its direct trade contractors are the responsibility of the Elevator Contractor.
3. Building is responsible for its own employee costs and all related work contractor costs.

D. Reinspection:

If any new equipment is found to be damaged or defective, or if the performance of the elevator does not conform with the requirements of the contract specifications or the Safety Code, no approval or acceptance of elevators shall be issued until all defects have been corrected. When the repairs and adjustments have been completed and the discrepancies corrected, the Owner shall be notified and the elevator will be reinspected. Rejected elevator shall not be used until they have been re-inspected and approved.

END OF SECTION 142420

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LEGEND:

MM MONITOR
MODULE

R S SMOKE DETECTOR
"R" DENOTES ELEVATOR
RECALL

TYPICAL
ELEVATOR RECALL RISER AND PARTIAL FIRE ALARM SYSTEM

NOT TO SCALE

RELATED WORK BY OTHERS
GENERAL REFERENCE ONLY



SYSKA HENNESSY
GROUP

Syska Hennessy Group, Inc
2067 Mass Ave, 5th Floor
Cambridge, Ma 02140
Tel: 617.577.9900
Fax: 617.577.9191
www.syska.com

DRAWING TITLE

**TYPICAL: PARTIAL FIRE ALARM RISER
DIAGRAM**

PROJECT No.	JMM17000	PROJECT	Central Library Somerville, MA	
ISSUE DATE	06/18/2013			
DRAWN BY	KD	REFERENCE No.	DRAWING No.	
DRAWING SCALE	N/A		SK 1	

V. Rule for Award

One contract will be awarded to the responsible and eligible bidder offering the lowest bid pricing for the Elevator Upgrade and ADA Compliance, for the Elevator at Central Library. The contract will be for one year from July 8, 2013 to July 7, 2014.

VI. Bid Pricing Sheet

Please bid on the following items. Prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the services listed below. Prices are to remain the same for the entire contract period.

The Contractor proposes to furnish Labor, Equipment and Materials required to provide the Elevator Upgrade to ADA Compliance.

	July 8, 2013 to July 7, 2014
Elevator Upgrade / ADA Compliance	\$ _____

Name of Company: _____

Submitted By: _____

Address: _____

Phone: _____ Fax: _____ Date: _____

Email: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED
Failure to acknowledge receipt of addenda may result in your bid being rejected

CERTIFICATE IN GOOD STANDING

TO: Vendor
FROM: Purchasing Department
RE: **CERTIFICATE IN GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate in Good Standing"**.

If you require information on how to obtain the "Certificate in Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:
www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,
Purchasing Director

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

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

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

**CITY OF SOMERVILLE
SIGNATURE FORM**

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____ Email: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE: _____

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: _____

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (check one) a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

Date: _____



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE

MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344
www.somervillema.gov



INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

Certificate Should Be Made Out To:

City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

Appendix A

Prevailing Wage Rates Somerville Living Wage Ordinance



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

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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Somerville
Contract Number: City/Town: SOMERVILLE
Description of Work: IFB 13-84 Elevator renovation at Central Library, ADA compliance of interior cab of elevator
Job Location: 79 Highland Ave

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85

For apprentice rates see "Apprentice- LABORER"

BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85
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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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.31	\$10.18	\$17.90	\$0.00	\$76.39
	02/01/2014	\$48.87	\$10.18	\$17.90	\$0.00	\$76.95
	08/01/2014	\$49.77	\$10.18	\$17.97	\$0.00	\$77.92
	02/01/2015	\$50.33	\$10.18	\$17.97	\$0.00	\$78.48
	08/01/2015	\$51.23	\$10.18	\$18.04	\$0.00	\$79.45
	02/01/2016	\$51.80	\$10.18	\$18.04	\$0.00	\$80.02
	08/01/2016	\$52.70	\$10.18	\$18.12	\$0.00	\$81.00
	02/01/2017	\$53.27	\$10.18	\$18.12	\$0.00	\$81.57

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston
Effective Date - 02/01/2013

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

Effective Date - 08/01/2013

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

Notes:
Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 1 (Metro Boston)</i>	03/01/2013	\$39.52	\$9.80	\$15.61	\$0.00	\$64.93
	09/01/2013	\$40.35	\$9.80	\$15.61	\$0.00	\$65.76
	03/01/2014	\$41.18	\$9.80	\$15.61	\$0.00	\$66.59
	09/01/2014	\$42.20	\$9.80	\$15.61	\$0.00	\$67.61
	03/01/2015	\$43.22	\$9.80	\$15.61	\$0.00	\$68.63

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CARPENTER - Zone 1 Metro Boston
Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.76	\$9.80	\$1.57	\$0.00	\$31.13
2	60	\$23.71	\$9.80	\$1.57	\$0.00	\$35.08
3	70	\$27.66	\$9.80	\$10.90	\$0.00	\$48.36
4	75	\$29.64	\$9.80	\$10.90	\$0.00	\$50.34
5	80	\$31.62	\$9.80	\$12.47	\$0.00	\$53.89
6	80	\$31.62	\$9.80	\$12.47	\$0.00	\$53.89
7	90	\$35.57	\$9.80	\$14.04	\$0.00	\$59.41
8	90	\$35.57	\$9.80	\$14.04	\$0.00	\$59.41

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.18	\$9.80	\$1.57	\$0.00	\$31.55
2	60	\$24.21	\$9.80	\$1.57	\$0.00	\$35.58
3	70	\$28.25	\$9.80	\$10.90	\$0.00	\$48.95
4	75	\$30.26	\$9.80	\$10.90	\$0.00	\$50.96
5	80	\$32.28	\$9.80	\$12.47	\$0.00	\$54.55
6	80	\$32.28	\$9.80	\$12.47	\$0.00	\$54.55
7	90	\$36.32	\$9.80	\$14.04	\$0.00	\$60.16
8	90	\$36.32	\$9.80	\$14.04	\$0.00	\$60.16

Notes:
Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2013	\$42.57	\$10.65	\$18.61	\$1.30	\$73.13
BRICKLAYERS LOCAL 3 (BOSTON)	07/01/2013	\$42.74	\$10.65	\$18.61	\$1.30	\$73.30
	01/01/2014	\$43.66	\$10.65	\$18.61	\$1.30	\$74.22
	07/01/2014	\$44.26	\$10.65	\$18.61	\$1.30	\$74.82
	01/01/2015	\$45.20	\$10.65	\$18.61	\$1.30	\$75.76
	07/01/2015	\$45.78	\$10.65	\$18.61	\$1.30	\$76.34
	01/01/2016	\$46.70	\$10.65	\$18.61	\$1.30	\$77.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)
Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.29	\$10.65	\$12.11	\$1.30	\$45.35
2	60	\$25.54	\$10.65	\$13.61	\$1.30	\$51.10
3	65	\$27.67	\$10.65	\$14.61	\$1.30	\$54.23
4	70	\$29.80	\$10.65	\$15.61	\$1.30	\$57.36
5	75	\$31.93	\$10.65	\$16.61	\$1.30	\$60.49
6	80	\$34.06	\$10.65	\$17.61	\$1.30	\$63.62
7	90	\$38.31	\$10.65	\$18.61	\$1.30	\$68.87

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.37	\$10.65	\$12.11	\$1.30	\$45.43
2	60	\$25.64	\$10.65	\$13.61	\$1.30	\$51.20
3	65	\$27.78	\$10.65	\$14.61	\$1.30	\$54.34
4	70	\$29.92	\$10.65	\$15.61	\$1.30	\$57.48
5	75	\$32.06	\$10.65	\$16.61	\$1.30	\$60.62
6	80	\$34.19	\$10.65	\$17.61	\$1.30	\$63.75
7	90	\$38.47	\$10.65	\$18.61	\$1.30	\$69.03

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2013	\$41.34	\$10.00	\$13.55	\$0.00	\$64.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$42.12	\$10.00	\$13.55	\$0.00	\$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
PAINTERS LOCAL 35 - ZONE 1						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 01/01/2013

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2013

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

Effective Date - 09/01/2013

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

Notes :

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

Apprentice to Journeyworker Ratio:2:3***

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4
Effective Date - 01/01/2012

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS LOCAL 103	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	06/01/2013	\$33.73	\$10.00	\$13.55	\$0.00	\$57.28
	12/01/2013	\$34.39	\$10.00	\$13.55	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER LABORERS - ZONE 1	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 1
Effective Date - 03/01/2013

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

Effective Date - 09/01/2013

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2013	\$41.40	\$7.80	\$14.60	\$0.00	\$63.80
GLAZIERS LOCAL 35 (ZONE 1)						

Classification

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

Apprentice - GLAZIER - Local 35 Zone 1

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.70	\$7.80	\$0.00	\$0.00	\$28.50
2	55	\$22.77	\$7.80	\$3.25	\$0.00	\$33.82
3	60	\$24.84	\$7.80	\$3.54	\$0.00	\$36.18
4	65	\$26.91	\$7.80	\$3.84	\$0.00	\$38.55
5	70	\$28.98	\$7.80	\$12.83	\$0.00	\$49.61
6	75	\$31.05	\$7.80	\$13.13	\$0.00	\$51.98
7	80	\$33.12	\$7.80	\$13.42	\$0.00	\$54.34
8	90	\$37.26	\$7.80	\$14.01	\$0.00	\$59.07

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4
Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.19	\$10.00	\$0.00	\$0.00	\$32.19
2	60	\$24.20	\$10.00	\$13.55	\$0.00	\$47.75
3	65	\$26.22	\$10.00	\$13.55	\$0.00	\$49.77
4	70	\$28.24	\$10.00	\$13.55	\$0.00	\$51.79
5	75	\$30.26	\$10.00	\$13.55	\$0.00	\$53.81
6	80	\$32.27	\$10.00	\$13.55	\$0.00	\$55.82
7	85	\$34.29	\$10.00	\$13.55	\$0.00	\$57.84
8	90	\$36.31	\$10.00	\$13.55	\$0.00	\$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.62	\$10.00	\$0.00	\$0.00	\$32.62
2	60	\$24.67	\$10.00	\$13.55	\$0.00	\$48.22
3	65	\$26.73	\$10.00	\$13.55	\$0.00	\$50.28
4	70	\$28.78	\$10.00	\$13.55	\$0.00	\$52.33
5	75	\$30.84	\$10.00	\$13.55	\$0.00	\$54.39
6	80	\$32.90	\$10.00	\$13.55	\$0.00	\$56.45
7	85	\$34.95	\$10.00	\$13.55	\$0.00	\$58.50
8	90	\$37.01	\$10.00	\$13.55	\$0.00	\$60.56

Notes:
Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
LABORERS - ZONE 1	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS)	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

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

Effective Date - 09/01/2012

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

Effective Date - 09/01/2013

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston
Effective Date - 03/16/2013

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

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- LABORER"

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

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - LABORER - Zone 1
Effective Date - 06/01/2013

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

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$12.45	\$0.00	\$39.83
2	70	\$23.66	\$7.10	\$12.45	\$0.00	\$43.21
3	80	\$27.04	\$7.10	\$12.45	\$0.00	\$46.59
4	90	\$30.42	\$7.10	\$12.45	\$0.00	\$49.97

Notes:
Apprentice to Journeyworker Ratio:1:5
LABORER: CARPENTER TENDER
LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 1

12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.91	\$10.18	\$16.58	\$0.00	\$63.67
	02/01/2014	\$37.36	\$10.18	\$16.58	\$0.00	\$64.12
	08/01/2014	\$38.07	\$10.18	\$16.65	\$0.00	\$64.90
	02/01/2015	\$38.52	\$10.18	\$16.65	\$0.00	\$65.35
	08/01/2015	\$39.23	\$10.18	\$16.72	\$0.00	\$66.13
	02/01/2016	\$39.68	\$10.18	\$16.72	\$0.00	\$66.58
	08/01/2016	\$40.38	\$10.18	\$16.80	\$0.00	\$67.36
	02/01/2017	\$40.84	\$10.18	\$16.80	\$0.00	\$67.82

Classification

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

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

Effective Date - 02/01/2013

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

Effective Date - 08/01/2013

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

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile
Effective Date - 02/01/2013

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

Effective Date - 08/01/2013

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

Notes:
Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2011	\$33.57	\$8.67	\$15.61	\$0.00	\$57.85
MILLWRIGHTS LOCAL 1121 - Zone 1						

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1
Effective Date - 04/01/2011

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

Notes:
Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2013	\$21.17	\$10.00	\$13.55	\$0.00	\$44.72
	12/01/2013	\$21.59	\$10.00	\$13.55	\$0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2013	\$24.57	\$10.00	\$13.55	\$0.00	\$48.12
	12/01/2013	\$25.06	\$10.00	\$13.55	\$0.00	\$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 1	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 01/01/2013

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2013	\$41.70	\$7.80	\$15.60	\$0.00	\$65.10
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* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New
Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.85	\$7.80	\$0.00	\$0.00	\$28.65
2	55	\$22.94	\$7.80	\$3.52	\$0.00	\$34.26
3	60	\$25.02	\$7.80	\$3.84	\$0.00	\$36.66
4	65	\$27.11	\$7.80	\$4.16	\$0.00	\$39.07
5	70	\$29.19	\$7.80	\$13.68	\$0.00	\$50.67
6	75	\$31.28	\$7.80	\$14.00	\$0.00	\$53.08
7	80	\$33.36	\$7.80	\$14.32	\$0.00	\$55.48
8	90	\$37.53	\$7.80	\$14.96	\$0.00	\$60.29

Notes:
Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2013	\$39.76	\$7.80	\$15.60	\$0.00	\$63.16
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PAINTERS LOCAL 35 - ZONE 1

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint
Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.88	\$7.80	\$0.00	\$0.00	\$27.68
2	55	\$21.87	\$7.80	\$3.52	\$0.00	\$33.19
3	60	\$23.86	\$7.80	\$3.84	\$0.00	\$35.50
4	65	\$25.84	\$7.80	\$4.16	\$0.00	\$37.80
5	70	\$27.83	\$7.80	\$13.68	\$0.00	\$49.31
6	75	\$29.82	\$7.80	\$14.00	\$0.00	\$51.62
7	80	\$31.81	\$7.80	\$14.32	\$0.00	\$53.93
8	90	\$35.78	\$7.80	\$14.96	\$0.00	\$58.54

Notes:
Apprentice to Journeyworker Ratio:1:1

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

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2013	\$40.30	\$7.80	\$15.60	\$0.00	\$63.70
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1

Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW
Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.15	\$7.80	\$0.00	\$0.00	\$27.95
2	55	\$22.17	\$7.80	\$3.52	\$0.00	\$33.49
3	60	\$24.18	\$7.80	\$3.84	\$0.00	\$35.82
4	65	\$26.20	\$7.80	\$4.16	\$0.00	\$38.16
5	70	\$28.21	\$7.80	\$13.68	\$0.00	\$49.69
6	75	\$30.23	\$7.80	\$14.00	\$0.00	\$52.03
7	80	\$32.24	\$7.80	\$14.32	\$0.00	\$54.36
8	90	\$36.27	\$7.80	\$14.96	\$0.00	\$59.03

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2013	\$38.36	\$7.80	\$15.60	\$0.00	\$61.76

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.18	\$7.80	\$0.00	\$0.00	\$26.98
2	55	\$21.10	\$7.80	\$3.52	\$0.00	\$32.42
3	60	\$23.02	\$7.80	\$3.84	\$0.00	\$34.66
4	65	\$24.93	\$7.80	\$4.16	\$0.00	\$36.89
5	70	\$26.85	\$7.80	\$13.68	\$0.00	\$48.33
6	75	\$28.77	\$7.80	\$14.00	\$0.00	\$50.57
7	80	\$30.69	\$7.80	\$14.32	\$0.00	\$52.81
8	90	\$34.52	\$7.80	\$14.96	\$0.00	\$57.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1
Effective Date - 08/01/2012

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

Effective Date - 08/01/2013

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

Notes:
Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

03/01/2013 \$49.34 \$8.75 \$14.39 \$0.00 \$72.48

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

For apprentice rates see "Apprentice- LABORER"

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

Effective Date - 03/01/2013

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

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr

Step4 with lic\$53.29 Step5 with lic\$59.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

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

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER LABORERS - ZONE 1	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25a</i>	05/01/2011	\$29.99	\$7.75	\$5.91	\$0.00	\$43.65
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 1 (Residential Wood)</i>	04/01/2011	\$37.25	\$8.67	\$15.51	\$0.00	\$61.43
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 1 (Residential Wood)</i>	05/01/2011	\$27.49	\$6.34	\$6.23	\$0.00	\$40.06
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ROOFER - Local 33
Effective Date - 02/01/2013

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

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

Apprentice to Journeyworker Ratio:**

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

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
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Apprentice - SHEET METAL WORKER - Local 17-A
Effective Date - 02/01/2013

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

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 1	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 1
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 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A)	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

Apprentice - SPRINKLER FITTER - Local 550
Effective Date - 03/01/2013

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

Notes:

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2013

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

Effective Date - 09/01/2013

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

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
	08/01/2013	\$47.25	\$10.18	\$17.90	\$0.00	\$75.33
	02/01/2014	\$47.81	\$10.18	\$17.90	\$0.00	\$75.89
	08/01/2014	\$48.71	\$10.18	\$17.97	\$0.00	\$76.86
	02/01/2015	\$49.27	\$10.18	\$17.97	\$0.00	\$77.42
	08/01/2015	\$50.17	\$10.18	\$18.04	\$0.00	\$78.39
	02/01/2016	\$50.74	\$10.18	\$18.04	\$0.00	\$78.96
	08/01/2016	\$51.64	\$10.18	\$18.12	\$0.00	\$79.94
	02/01/2017	\$52.21	\$10.18	\$18.12	\$0.00	\$80.51

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.63	\$10.18	\$17.90	\$0.00	\$51.71
2	60	\$28.35	\$10.18	\$17.90	\$0.00	\$56.43
3	70	\$33.08	\$10.18	\$17.90	\$0.00	\$61.16
4	80	\$37.80	\$10.18	\$17.90	\$0.00	\$65.88
5	90	\$42.53	\$10.18	\$17.90	\$0.00	\$70.61

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours) 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.

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:													
Employer's Signature:		Title:		Contract No.:		Work Week Ending:													
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet No.:													
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions															
Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Hours							Project Hours (A)	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	(B+C+D+E)		Check No. (G)	
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.						Total Hourly Prev. Wage (F)	Project Gross Wages (G)		Total Gross Wages
	<input type="checkbox"/>																		
	<input type="checkbox"/>																		
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	<input type="checkbox"/>																		

NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20____

I, _____,
(Name of signatory party) (Title)

do hereby state:

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

(Contractor, subcontractor or public body)

(Building or project)

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

Signature _____

Title _____

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 07/01/2012 "Living Wage" shall be deemed to be an hourly wage of no less than \$11.71 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

Form: _____
Contract Number: _____

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INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 07/01/2012 is \$11.71 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Appendix B

Form for General Bid

**FORM FOR GENERAL BID
FOR CONSTRUCTION CONTRACT**

To the Awarding Authority

A. The undersigned proposes to furnish all labor and materials required for:

(project)

(city or town)

in accordance with the accompanying plans and specifications prepared by

(name of Architect)

specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____

C. This proposed contract price is _____

(total bid in words)

\$ _____

(total bid in figures)

D. If there is attached a "Bid Form for Alternates", the Bidder shall fill in prices for each alternate. All blank spaces must be filled in. The omission of any item will result in the rejection of a bid. The price of each alternate shall include its pro rata share of overhead and profit;

E. The Undersigned Bidder agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

F. The Undersigned Bidder hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Project and that it will comply fully with all laws and regulations applicable to this Award, including applicable provisions if MGL Chapter 149, ss.44A - J and MGL Chapter 30, ss. 39M et seq.

G. The Undersigned Bidder further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

H. The Undersigned Bidder agrees to comply with federal and state equal opportunity and labor requirements, including payment of prevailing wages.

I. The Undersigned Bidder certifies that it is a (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Trust, Joint Venture) _____, that the Federal Employer Identification Number (EIN) of the Bidder is # _____, and that it is in compliance with all federal, state, and local laws regarding taxation, and that:

1) if a Sole Proprietorship, it conducts business under the name _____, and that a D/B/A Certificate has been filed with the Clerk of the City of Somerville, and that the residential address of the sole proprietor is _____, and that the Bidder has been conducting business under that name for _____ years.

2) if a General Partnership, then name of the General Partnership is _____, the General partnership has been doing business under that name for _____ years, and the names and residential addresses of the General Partners are _____

3) if a Limited Partnership, the name of the Limited partnership is _____, the Limited Partnership has been doing business under that name for _____ years, the names and residential addresses of the General Partners of the Limited Partnership are _____

and, a Certificate of Limited Partnership (obtainable from the Secretary of the Commonwealth) is submitted with this Form for Bid.

4) If a Corporation, the Bidder is incorporated in the State of _____, the name of the Corporation is _____
The Corporation has been doing business under that name for _____ years, the names and residential addresses of its officers are:

President: _____,

Treasurer: _____,

Clerk: _____,

and a current Certificate of Legal Existence, (obtainable from the Secretary of the Commonwealth for Massachusetts corporations and non-Massachusetts corporations which are properly registered as foreign corporations doing business in the Commonwealth), is submitted with this Form for Bid.

5) if a Joint Venture, the name of the Joint Venture is

the Joint Venture has been operating under that name for _____ years, the names and business addresses of the Joint Venturers are:

the above-requested information regarding individual business entities is furnished for each joint venturer as follows

and that a copy of the joint venture agreement is furnished with this Form for Bid.

- J. The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except _____, in which case the reasons for rejection were as follows:

- K. The Undersigned Bidder certifies that the following three projects were completed during the previous six years and may be contacted by the Awarding Authority as references:

<u>Name of Town & Project</u>	<u>\$Amount</u>	<u>Name and Tel. No. of Contact</u>
-----------------------------------	-----------------	-------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

- L. The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

M. An itemized Schedule of Values is attached with this Form for Bid.

Executed this _____ day of _____ 2012.

On behalf of _____
(Undersigned Bidder Name)

(Business Address) and (Telephone)

By: _____
(Name and Address of Person Signing Bid)

(Title of Person Signing bid)

Appendix C

Sample Contract

**OWNER-CONTRACTOR PUBLIC CONSTRUCTION AGREEMENT
CITY OF SOMERVILLE**

PURCHASING DEPARTMENT FOR DPW

AGREEMENT made this 1st day of month, year, by and between the City of Somerville, a Massachusetts municipal corporation, acting by and through its Purchasing Department, 93 Highland Ave., Somerville, MA 02143 (referred to variously in the Contract Documents as "City", "Owner", "Awarding Authority", and "School") and the following General Contractor (referred to in the Contract Documents as "Contractor" or "General Contractor"):

CONTRACTOR

Name: vendor name

Address: vendor address, city, MA zip

PROJECT

Name: project description

Location: project location

Brief Description: further project description

ARCHITECT: architect name

Address: architect address, city, MA zip

LANDSCAPE ARCHITECT

Name: n/a

Address: _____

ENGINEER

Name: n/a

Address: _____

(The Architect, Landscape Architect, or Engineer is described herein as the "Design Professional".)

THIS CONTRACT IS A

- ☐ Public Works Contract under \$10,000
- ☐ Public Building Contract under \$10,000, subject to the price quote requirements of Chapter 149 of the General Laws
- ☐ Public Building Contract estimated to cost more than \$10,000, but less than \$25,000, subject to the written response requirements of Chapter 149 of the General Laws
- ☐ Public Works Contract estimated to cost more than \$10,000 thereby subject to the bidding requirements of Mass. Gen. Laws, Chapter 30, Section 39M
- ☒ Public Building Contract estimated to cost more than \$25,000, but less than \$100,000, subject to the bidding requirements of Mass. Gen. Laws, Chapter 30, Section 39M
- ☐ Public Building Contract estimated to cost more than \$100,000 subject to the bidding requirements of Mass. Gen. Laws, Chapter 149, Section 44A.

(Chapter 149 and Chapter 30 contain interrelated provisions. When a provision applies only to Chapter 149 s. 44A contracts or only to Chapter 30, s. 39M contracts, it is so noted herein. Otherwise, any section of Chapter 30 or Chapter 149 cited in this contract shall be deemed to apply to both types of contracts.)

Section 1: CONTRACT DOCUMENTS.

The Contract Documents consist of the Owner-Contractor Agreement, Advertisement, Bidding Documents, Technical Specifications, Drawings, General Conditions, Supplementary Conditions, and Addenda issued prior to execution of this Contract, and Modifications agreed to in writing after the execution of this Contract. The following Appendices are attached hereto and are hereby incorporated by reference.

- ☐ Appendix A - Advertisement; Notice to Bidders;
- ☐ Appendix B - Bid Documents - Contractor's Bid
- ☐ Appendix C - Scope of Services - includes a brief description of the project and the Plans and Technical Specifications (Plans on File)
- ☐ Appendix D - Insurance Requirements with Contractor's Insurance Certificate(s)
- ☐ Appendix E - General Conditions
- ☐ Appendix F - Wage Rates; Living Wage Ordinance form
- ☐ Appendix G - Performance Bond and Payment Bond, if contract is over \$2,000

The Contract Documents represent the entire Contract between the parties hereto and supersede prior negotiations, representations, or Contracts, whether written or oral.

Section 2: THE WORK.

The Contractor shall execute all work described in the Contract Documents, except to the extent that such work is specifically indicated in the Contract Documents to be the responsibility of others. In accordance with Chapter 30, section 39I of the General Laws, the contractor shall perform all of work in conformity with the plans and specifications included herein as Appendix A. No willful or substantial deviation from such plans and specifications shall be made unless authorized in writing by the Commissioner of Public Works, which authorization shall be confirmed by written change order within thirty days.

Section 3: PROJECT DATES

(a) Commencement: The Date of Commencement shall be stipulated by a written Notice to Proceed given by the City to the Contractor.

(b) Substantial Completion: The Contractor shall achieve substantial completion of the work no later than scheduled in the bid documents or date after the Date of Commencement, time being of the essence. For good cause shown, the Commissioner of Public Works may, in his sole discretion, extend the date of substantial completion by written change order.

(c) Damages for Delay. The Contractor and the Contractor's surety shall be liable for and shall pay the City the sum of \$100.00 per calendar day, as liquidated damages, for each calendar day of delay until the work is substantially completed or, in the case of the portion of the work, for each calendar day of delay until the portion of the work is substantially completed. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that 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.

(d) Suspension of the Work/Excusable Delays. If the City is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the Contractor shall not have a claim for damages, but the City shall extend the date of substantial completion for a period of time commensurate with the period of the suspension, and the liquidated damages clause shall not take effect until the extended date of substantial completion. If any of the following occurrences causes a delay in the work, the Contractor shall immediately notify DPW in writing. If, upon investigation, the City finds that the delay is excusable, the City shall extend the date of substantial completion for a period of time commensurate with the period of the excusable delay, and the liquidated damages clause shall not take effect until the extended date of substantial completion:

(1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) delays which are caused by the City and which are not occasioned by the Contractor's failure to supply DPW or its design professional with progress schedules, documents, samples, and the like, in a timely manner;

(3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable control of the Contractor, such as blizzards, floods, hurricanes, tornadoes, and strikes;

(4) any delay of any subcontractor resulting from paragraphs (1), (2), or (3);

Section 4. CONTRACT SUM

The contract sum shall be \$contract amount. The contract sum may be increased or decreased by change order, as quantities which have been estimated in the bid documents become known, or as other additions or deletions to the work are made, or if the work is interrupted or suspended by the City, all as set forth herein.

Section 5. CHANGES IN THE CONTRACT

(2) Suspension, Delay, or Interruption due to order of Awarding Authority.

(1) The Awarding Authority may order the General Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay, or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(2) The General Contractor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

(3) A subcontractor shall have the same rights against the General Contractor for payment for an increase in the cost of its performance as provisions (1) and (2) give the General Contractor against the Awarding Authority, but nothing in provisions (1) and (2) shall in any way change, modify or alter any other rights which the General Contractor or the subcontractor may have against each other.

(b) Change Orders. No willful and substantial deviation from the plans and specifications shall be made unless authorized in writing by the Awarding Authority or by the Design Professional 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 the

contract, such deviation from the plans and specifications may be authorized by a written order of the Awarding Authority or Design Professional so authorized, to be confirmed at a later time by a written Change Order, signed under penalties of perjury, using AIA Document G701 (or its equivalent). The Change Order shall include the following: (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 [increase or decrease as the case may be] has been agreed upon between the Contracting Agency and the General Contractor and the amount in dollars of such adjustment; and (4) that the deviation is in the best interest of the Contracting Authority. The Change Order shall also indicate whether or not the date of substantial completion has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Contractor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.

(c) Differing Subsurface or Latent Physical Conditions. In accordance with Chapter 30, section 39N of the General Laws, if, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual physical subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Contractor or the Contracting [Awarding] Authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Contracting Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Contracting Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Section 6. PAYMENTS TO THE CONTRACTOR

(a) Progress Payments. The Contractor may submit requests for progress payments (hereafter, "Periodic Estimates") for work completed during the preceding month and for materials not incorporated in the work, but delivered and suitably stored at the site (or some other location agreed upon in writing). The Contractor's progress schedule and schedule of values, as modified by agreement of the parties, may be used by the City as a basis for reviewing the Contractor's Periodic Estimates. In the case of contracts for construction, reconstruction, alteration, remodeling, repair, or demolition of a public building, where the amount is more than two thousand dollars, the Contractor's Periodic Estimate shall contain a separate item for each filed subtrade and sub-subtrade, and a column listing the amount paid to

each subcontractor and sub-subcontractor as of the date the periodic estimate is filed, as required by Chapter 30, Section 39K, of the General Laws.

(1) Time for Payment. In the case of contracts for construction, reconstruction, alteration, remodeling, repair or demolition of a public building, where the amount is more than two thousand dollars, the City shall, in accordance with Chapter 30, Section 39K, of the General Laws, make payment within fifteen days of receipt of the Contractor's Periodic Estimate; provided however, that the City may, within seven days of receipt of an estimate which is not in the required form or which is arithmetically incorrect, return the incorrect estimate to the Contractor for correction, whereupon the date of receipt shall be the date of receipt of the corrected Periodic Estimate. For all other construction contracts, progress payments are governed by Chapter 30, Section 39G of the General Laws, and the City is required to make payment within thirty-five days of receipt of a Periodic Estimate.

(2) Retainage prior to Substantial Completion. In all construction contracts, the City may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the City may withhold any amounts in dispute, including disputed change orders and direct payments owed to subcontractors pursuant to Chapter 30, Section 39F of the General Laws.

(b) Payment upon Substantial Completion. In the case of contracts for construction, reconstruction, alteration, repair, remodeling, or demolition of a public building, where the amount is more than \$2,000, Chapter 30, Section 39K, of the General Laws governs payment upon substantial completion. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon substantial completion.

(1) Definition of Substantial Completion. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that 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.

(2) Certificate of Substantial Completion. The Contractor shall give written notice to the City when the Contractor is of the opinion that the work has been substantially completed. Within twenty-one days of receipt of such notice, provided there is no dispute as to whether the work has been substantially completed, a Certificate of Substantial Completion signed by the City's Design Professional, or a written Declaration of Substantial Completion signed by the Executive Director of Mayor's Office of Strategic Planning and Community Development (on AIA form # G701 or its equivalent) shall be given to the Contractor. The date of such Certificate or Declaration shall be the Effective Date of Substantial Completion, subject to the provisions of Chapter 30, Section 39J, of the General Laws. If the City does not agree that the work has been substantially completed, the City or the City's Design Professional shall, within the twenty-one day period, present the Contractor with a written, itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work has not been substantially completed. If the City fails to respond within the twenty-one day period, the date of the Contractor's notification of substantial completion shall become the "Effective Date of Substantial Completion". Within fifteen days after the effective date of the City's declaration of substantial completion, the City 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 receipt of said list or before the date of substantial completion in the contract, whichever is later. If the Contractor fails to complete such work within such time, the City may send the Contractor a notice in writing by certified mail, return receipt requested, instructing the Contractor that if the work is not completed with seven days after receipt of the notice, the contract will be terminated and the City will complete the incomplete or unsatisfactory work items and charge the cost of the same to the Contractor and the Contractor's sureties.

(3) Retainage after Substantial Completion. Within sixty-five days after the Effective Date of Substantial Completion, the City shall pay the Contractor all but one percent retainage, minus: a) the amount of any disputed work item; and b) five (5) percent of the value of plant materials in the ground; and c) the City's estimated cost of completing all incomplete and unsatisfactory work items. The City shall also deduct 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 Chapter 30, Section 39F of the General Laws. The five (5) percent retainage of the value of all plant materials in the ground shall be withheld by the City until final acceptance of such plant materials at the end of the guarantee period.

(c) Final Payment. The City shall make final payment to the Contractor within thirty days of completion of the work and submission of all documentation required.

IF FORMS FOR WAGE CERTIFICATIONS AND OTHER DOCUMENTATION
ARE SUPPLIED BY THE CITY TO THE CONTRACTOR, THE CONTRACTOR
SHALL SUBMIT DOCUMENTATION ON SUCH FORMS.

(d) Interest. If the City fails to pay the Contractor within the time periods mandated by statute, the City shall pay interest to the Contractor in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

Section 7. PAYMENT OF SUBCONTRACTORS.

In accordance with Chapter 30, Section 39F of the General Laws, the subparagraphs a) through h) of this section shall be binding on contracts awarded pursuant to Chapter 30, Section 39M of the General Laws, and paragraphs a) through i) shall be binding on contracts awarded pursuant to Chapter 149, Section 44A of the General Laws:

(a) Immediately after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay each subcontractor the amount paid for labor performed and 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 to the Contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the City shall pay that amount to the Contractor. The Contractor shall immediately pay to the subcontractor the full amount received from the City less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

(c) Each payment made by the City to the Contractor pursuant to subparagraphs a) and b) of this section for the labor performed and materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the City shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the City has received a demand for direct payment from a subcontractor for any amount which has been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs a) and b), the City shall act upon the demand as provided in this section.

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

(e) Within fifteen days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the subcontract work, the City shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (1) retained by the City as the estimated cost of completing incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the Contractor in the sworn reply; provided, that the City shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The City shall make further direct payment to the subcontractor immediately after the removal of any basis for deductions set forth in (1) or (2) above.

(f) The City shall promptly deposit disputed amounts in an interest-bearing, joint account in the names of the Contractor and the subcontractor, in a bank in Massachusetts selected by the City or agreed upon by the Contractor and the subcontractor, and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from the subcontractors. All direct payments shall discharge the obligation of the City to the Contractor to the extent of such payment.

(h) The City shall deduct from payments to the Contractor amounts which, together with the above-mentioned bank deposits, are sufficient to satisfy all unpaid demands for direct payment received from subcontractors. All such amounts shall be earmarked for direct payments to such subcontractors, whose claims shall have priority over all other creditors of the Contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a), or if the Contractor does not submit a Periodic Estimate for the value of the labor or materials performed or furnished by the subcontractor, and the subcontractor does not receive payment for the same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the Contractor may file a sworn reply as provided in that same 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 Contractor. Thereafter, the City shall proceed as provided in subparagraph (e), (f) (g) and (h).

Section 8. PREVAILING WAGE REQUIREMENTS.

(2) The Contractor shall pay wages at no less than the wage rates set forth in Appendix G, incorporated as part of this Agreement: namely, State Prevailing Wage Rates; provided, however, that if any department of the City should make use of this Contract for a project which is federally funded, then the Contractor shall pay wages at the higher of the two rates. If a labor classification is not listed the Contractor shall notify DPW and request instructions. In addition, the Contractor shall:

- (1) pay wages at least once a week;
 - (2) submit payroll information on a weekly basis in a format approved by DPW, numbered in numerical sequence and signed by the Contractor (including forms for weeks when the Contractor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work);
- (b) The Contractor shall submit to DPW within the first week of construction:
- (1) a list of apprenticeship programs with which the Contractor is affiliated;
 - (2) the number of apprentices on the Project employed by the Contractor.
 - (3) a list of the Contractor's employee fringe benefits;

- (4) a copy of each project schedule, including the anticipated commencement date for each Subcontractor; and
 - (5) a list of each Subcontractor's suppliers and material men.
- (c) The contractor shall include language similar to the above in all subcontracts.

Section 9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

a) the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and

b) the Contractor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subcontractors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and

c) the Contractor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such notice to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding; and

d) the Contractor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

e) the contractor shall include language similar to the above in all subcontracts.

Section 10. COPELAND ANTI-KICKBACK ACT.

If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 29 CFR Part 3) more fully set forth in Appendix G attached hereto, and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

Section 11. WORK HOURS AND SAFETY STANDARDS.

If this contract is in excess of \$2,000 and is federally funded, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Acts (40 U.S.C. 327-333), as supplemented by Department of Labor regulations at 29 CFR part 5. To that end, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of

pay for all hours worked in excess of 40 hours in the workweek. The Contractor shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Section 12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

If this contract is in excess of \$100,000 and is federally funded, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

Section 13. CONTRACTOR'S CERTIFICATIONS.

The Contractor hereby certifies under oath:

(a) That if this Contract is in excess of \$100,000 and is federally funded, the Contractor will abide by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352), and more specifically:

(1) That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal contract and the extension, continuation, renewal, amendment, or modification of this Federal contract; and

(2) That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

(3) That the Contractor will include the language of this certification in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS THE AWARD OF THIS CONTRACT WAS MADE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH FAILURE.

(b) Drug-Free Workplace Act of 1988 (42 U.S.C. 701):

That, if this Contract is federally funded, the Contractor will provide a drug-free workplace and comply with the HUD rules contained in 24 CFR part 24M, including notification to employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited; that action will be taken against employees violating the prohibition; and that an employee who is convicted of manufacturing, distributing, dispensing, possession, or use of a controlled substance may be terminated or required to participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency.

(c) Debarment and Suspension: That the Contractor is a duly licensed general contractor, and

(1) That neither the Contractor nor any of its principal employees are on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs [E.O. 12549 and E.O. 12689 at 24 CFR part 24, applicable to contracts exceeding the small purchase threshold of fixed by 41 U.S.C. 403 (11)]; and

(2) That the Contractor has not been debarred or suspended by any state agency or city or town in the Commonwealth of Massachusetts.

(d) Organization and Authority: That the Contractor is a duly organized and validly existing _____ (corporation/general partnership/limited partnership, trust, or sole proprietorship) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts; that this Contract has been duly executed and delivered on behalf of the Contractor by its _____ pursuant to and in full compliance with the authority granted by the Contractor's organizational documents and/or (in the case of a corporation) by a vote taken at duly called meeting at which a quorum was present and voting; that such authority is still in full force and effect as of the date of execution of this Contract; and that the person executing this Contract is the present holder of the title which he or she purports to hold.

(e) Noncollusion: That the bid upon which this Contract was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

(f) Tax Compliance: That the Contractor is in full compliance with all federal and state laws relating to income taxes, and has paid all real estate and personal property/excise taxes, water charges, fines and other municipal lien charges due to the City of Somerville, and the Contractor's Federal Tax Identification Number is # _____.

Section 14. CONTRACTOR'S RECORDS.

(a) Federal Requirements: The Contractor shall permit the City, HUD and/or any other administering agency named herein, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific HUD program for the purpose of making audits, examinations, excerpts, and transcriptions.

(2) State Requirements: In accordance with G.L. Chapter 30, §39R, for contracts in an amount or estimated amount greater than \$100,000: (i) the General Contractor shall make and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor; and (ii) until the expiration of six years after final payment, the office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his

subcontractors that directly pertain to and involve transactions relating to the Contractor or his subcontractors; and (iii) the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his description the date of the change and reasons therefor and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes; and (iv) the Contractor shall have filed a Statement of Management on Internal Accounting Controls, as described in paragraph "(1)" below prior to the execution of the Contract; and (v) the Contractor has filed prior to execution of the Contract and will continue to file annually, an Audited Financial Statement for the most recent completed fiscal year as set forth in paragraph "(2)" below.

(1) The Statement of Management on Internal Accounting Controls is a written statement certifying that the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that transactions are executed in accordance with management's general and specific authorization; that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; that access to assets is permitted only in accordance with management's general or specific authorization; and that recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

(2) The Audited Financial Statement is a statement prepared and signed by an independent certified public accountant, stating that he has examined the Statement of Management on internal accounting controls, and expressing an opinion as to (i) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amount which would be material when measured in relation to the applicant's financial statements.

The Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountants report. Such statements shall be made available to the Awarding Authority upon request.

(c) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in G.L. 4, §7 or equivalent federal legislation. They shall not be made available to the public, but shall be available only to the governmental authorities named herein.

Section 15. CONFLICT OF INTEREST LAWS.

The City and the Contractor shall comply with all federal and state conflict of interest statutes and regulations.

Section 16. EVENTS OF DEFAULT.

The following shall be considered Events of Default:

a. The Contractor makes a written admission of the Contractor's inability to pay debts; or the Contractor becomes the debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) an assignment for the benefit of creditors, (v) a winding up or dissolution of a partnership or corporation; or (vi) any other proceeding under which a court of competent jurisdiction assumes custody or control over the Contractor.

b. The Contractor fails to prosecute the work with such diligence as will, in the reasonable estimation of the City, ensure substantial completion within the time specified in the Contract Documents; and/or

c. The Contractor is in breach of the Contract Documents and has failed to cure such breach after written notice from the City specifying 1) the breach, 2) what must be done to cure the breach; and 3) the time within which the breach must be cured.

Section 17. REMEDIES UPON DEFAULT.

a. HUD Action. If the Contractor is in default, HUD and/or any other administering agency named herein may, with or without the consent of the City, cancel,

suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the contractor ineligible for further Government contracts or avail itself of any other remedies available under the law.

b. City Action. If the Contractor is in default, the City may elect to do any or all of the following: 1) temporarily withhold cash payments pending correction of the deficiency; and/or 2) terminate this Contract, and

(a) hold the Contractor and its sureties liable in damages;

(b) require the Contractor's sureties to complete the Contract;

(c) take possession and use any materials, machinery, implements, and tools on the site, without liability for loss or damage, following which use, the Contractor shall be liable for their removal from the site;

(d) complete the work using the services of another contractor (in which case the City shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the Contractor and the Contractor's sureties for the difference between the cost to complete the work and the contract sum hereunder.

Section 18. TERMINATION WITHOUT CAUSE.

The City may terminate this Contract without cause by written notice to the Contractor, in which case, the Contractor shall be compensated for reasonable costs incurred up to the date of termination, calculated on a percentage completion basis using the progress schedule and schedule of values. The City shall also compensate the Contractor for non-terminable obligations properly incurred by the Contractor prior to termination; provided however, that the

Contractor shall use its best efforts to mitigate the cost of such non-terminable obligations and shall in no event incur any new obligations after the date of termination.

Section 19. INSURANCE

The Contractor shall obtain and maintain in full force and effect the insurance coverage required under Appendix C and shall furnish the City with current certificates of insurance **naming the City of Somerville as a certificate holder.**

Section 20. INDEMNIFICATION.

The Contractor shall indemnify, defend, and save harmless the City from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, and demands and shall pay any judgment entered against the City on account of personal injuries or damage to property arising out of the work of this Contract.

Section 21. NOTICES.

Notices shall be in writing, and may be transmitted by mail, federal express, or fax, provided such transmittal is evidenced by a U.S. Mail or Federal Express return receipt or a fax-generated receipt showing the number to which the fax transmission was made:

(a) to the Contractor, at the address set forth in this Agreement or such other address as the Contractor may have designated from time to time in writing, or to FAX # _____.

(b) to the City, addressed to

Purchasing Director
93 Highland Avenue
Somerville, MA 02143
or to FAX # 617-625-1344

Notices shall be deemed given when mailed or faxed.

Section 22. MODIFICATION.

No amendment or modification to this Agreement shall take effect unless it is in writing, signed by all parties.

Section 23. ASSIGNMENT/SUBCONTRACTING.

The Contractor shall not assign or subcontract this Agreement or any portion of the work without the prior written consent of the City.

Section 24. GOVERNING LAW.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

Section 25. SEVERABILITY.

In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

Section 26. NON-APPLICABILITY OF FEDERAL REQUIREMENTS.

If this section is checked, it means that this contract has not been funded with federal funds and the obligations and requirements under federal law which are set forth in this contract do not apply.

 X (check here)

SPECIAL PROVISIONS

Completion Date

This contract will be in effect one year from 1/1/2006 through 12/31/2006.

Bonds

A labor and materials bond in the amount of \$25,000 will be required by the successful bidder.

Note: The successful bidder agree that if he is selected as the contractor, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Award Authority in the amount stated.

Insurance

The contractor must provide the following insurance certificates before the contract can be fully executed:

General Liability:	\$2,000,000
Automobile:	\$2,000,000
Workers' Compensation:	as required by General Law

The Certificates of Insurance must show the City of Somerville as the Certificate Holder and as Additional Insured. Should any policies be cancelled before the expiration date, the issuing company must send written notice to the City 30 days prior to cancellation.

Prevailing Wage Law

Bidders will be required to comply with the Prevailing Wage Laws, M.G.L. c. 149. Every bidder will be required to submit a certified payroll to the City every week. The City will take an active roll in reviewing and monitoring these payrolls weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Business Practices Division. The Attorney General's office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work, the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact, and determinations. Weekly payrolls are public records and the bidder shall make them available upon request. The bidder is required to keep these records for a period of three years from the date of completion of this contract.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR'S OBLIGATION

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary 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, and in accordance with the directions of the Design Professional or DPW as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Design Professional and DPW.

2. PERFORMANCE/PAYMENT BONDS

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law, and shall to the extent feasible be in the form developed by the American Institute of Architects (AIA).

3. DESIGN PROFESSIONAL'S AUTHORITY

The Design Professional shall give orders and directions contemplated under the contract and specifications, relative to the execution of the work. The Design Professional shall determine the amount, quality, acceptability and fitness of several kinds of work and the construction thereof. The Design Professional's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Design Professional shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question. The Design Professional shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for DPW shall be adjusted and determined by the Design Professional. In accordance with Chapter 30, section 30P of the General Laws the Design Professional's decision on interpretation of the specifications, approval of equipment or material, or any other approval, or progress of the work, shall be made promptly and, in any event, no later than thirty days after a written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority or the Design Professional shall give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

4. SUBCONTRACTING

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors, subject to the provisions of this section.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of DPW, which approval will not be given until the Contractor submits a written approval statement concerning the proposed award to the subcontractor, which statement shall contain such information as DPW may require. All subcontracts subject to Mass. General laws, Chapter 149, Sections 44A-J, shall comply with the filed sub-bid requirements of that statute.
- c. The Contractor shall be as fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the Terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that DPW may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and DPW.

5. PERMITS AND CODES

- a. It shall be the Contractor's responsibility to obtain and pay for all permits required in connection with the work. Unless otherwise agreed by the Awarding Authority in writing, the Contractor shall, prior to commencement of the work, (i) meet with the City of Somerville Inspectional Services Department to determine what permits are needed for the work; (ii) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafe, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.
- b. The Contractor shall comply with all state and local laws, ordinances, and codes. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable laws, ordinances, and codes and shall immediately report any discrepancy to OHCD. Where the requirements of the Drawings and Technical Specification fail to comply with applicable laws, ordinances, or codes, OHCD will adjust the Contract by change order to conform to such laws, ordinances or codes (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices. Should the Contractor fail to observe the foregoing provisions and proceed with the construction, (notwithstanding the fact that such construction is in compliance with the

Drawings and Technical Specifications), the Contractor shall remove such work without cost to OHCD, and a change order will be issued to cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

c. Notwithstanding the generality of the foregoing, the Contractor shall comply with federal, state and local laws, ordinances, and codes governing the disposal of excavation materials, and debris and rubbish on and off the Project site.

6. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Design Professional or DPW will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Design Professional or DPW in accordance with said schedule, and (b) a schedule fixing the 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.

7. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Designer or DPW for a decision. Said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

8. SHOP DRAWINGS

a. All required shop drawings, machinery, details, layout drawings, etc. shall be submitted to the Designer or DPW for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk and expense, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved, and no claim by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time. Otherwise the Contractor will not be relieved of the

responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Contractor or involves only a minor adjustment in the interest of DPW not involving a change in Contract price or time, the Designer or DPW may approve the drawing. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following: "The modification shown on the attached drawing is approved in the interest of DPW to affect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of DPW under the Contract and surety bond or bonds."

9. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Designer shall decide the question of equality.

b. The Contractor shall furnish to DPW for approval the manufacturer's detailed specifications for all machinery, mechanical equipment and other equipment articles and materials, together with complete information as to type, performance characteristics, and all other pertinent information. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejections.

c. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, or a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

f. DPW may require the Contractor to dismiss from the work such employee or employees as, DPW or the Designer may deem incompetent, careless, or insubordinate.

10. SAMPLES

a. The Contractor shall promptly submit all material and equipment samples called for in the Contract Documents or required by the Designer or DPW. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk and expense, until the required samples have been approved in writing by DPW or the Designer. Any delay in the work caused by late or improper submission of samples for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The

accompanying letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Designer in passing upon the acceptability of the sample promptly. It shall also state that all materials or equipment furnished for use in the project will comply with the sample.

b. Approval of any sample shall be general only and shall not constitute a waiver of DPW's right to demand full compliance with Contract requirements. After actual deliveries, the Designer will have such check tests made as he deems necessary in each instance and may reject materials and equipment for cause, even though such materials and equipment have been given general approval. If materials or equipment which fail to meet check tests have been incorporated in the work, the Designer will have the right to cause their removal and replacement by proper materials and equipment or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of samples and tests will be as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the Project by the Designer.
- (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirement.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

11. INSPECTION OF THE WORK

a. All materials and workmanship shall be subject to inspection, examination, and/or testing by DPW or its designated representative. DPW shall have the right to reject defective material and workmanship and require it to be promptly segregated and removed from the Project Area and replaced with materials and workmanship of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected materials and workmanship, DPW may proceed to correct the work itself and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of DPW.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify DPW sufficiently in advance of covering or concealing any work in order to permit proper inspection. If any work is covered or concealed without the consent of DPW, the Contractor shall uncover and recover such work for inspection at the contractor's expense, when so requested by DPW. Should it be considered necessary or advisable by DPW to examine work already completed and covered, the Contractor shall on

request promptly uncover said work. If such work is found to be defective in any important or essential respect the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus an additional amount equal to that allowed for change orders shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Whenever the quantity justifies it, inspections of work may be made at the place of production, manufacture or shipment, in which case, acceptance shall be final, except as regards (1) latent defects, (2) damage or loss in transit; or (3) fraud or such gross mistakes as amount to fraud. Otherwise, inspections of materials shall take place at the Project Site.

e. No examination, inspection, or testing, by DPW or its agent shall relieve the Contractor or the Contractor's sureties of liability for defective materials or workmanship.

f. Any inspection party may include one or more HUD representatives and one or more representatives of each department of the City having jurisdiction over the work being inspected.

12. DEDUCTION FOR INCORRECTED WORK

If DPW deems it expedient not to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and DPW. Any dispute regarding such deduction shall be subject to settlement, in case of dispute, as herein provided.

13. CONSTRUCTION SUPERINTENDENT

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. Such representative shall be acceptable to the Design Professional or DPW and shall continue in that capacity for the duration of the job unless he ceases to be on the Contractor's payroll.

14. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as DPW may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall indemnify and save harmless DPW from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

15. EXISTING UTILITY LINES

Should the Contractor in the execution of his work uncover or discover utility service lines not indicated on the relevant drawings, or that do not show signs of singular service to any existing structures being demolished, the Contractor shall cease work in that area immediately and promptly notify the Public Works Department. Within forty-eight hours, the Public Works Department will inspect the site and issue written instructions to the Contractor. The Contractor shall proceed with only after such written instructions have been received and shall proceed in full compliance with such instructions.

The above mentioned situation or similar circumstances and/or modification if any, shall not relieve the Contractor from his responsibilities in this Contract and also it is without prejudice to any and all rights of DPW covering this said contract and surety or bonds.

16. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by DPW.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, as necessary, from the time the work is commenced until final completion and acceptance. Sufficient lighting shall be provided to aid in the prevention of injury to passersby or vandalism to the property or other illegal activities.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from DPW is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by DPW. Any compensation claimed by the Contractor on account of such emergency work will be determined by DPW as provided in the Section - CHANGES IN THE WORK.

d. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc. and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structure adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of work. The Contractor shall indemnify and save harmless the City of Somerville and/or DPW from any liability for damages on account of settlement or the loss of lateral support of adjoining property resulting from the Contractor's failure to comply with this section.

17. WEATHER PROTECTION

a. In the event of temporary suspension of work, during inclement weather, the Contractor will carefully protect and will cause his subcontractors to carefully protect all work and materials against damage or injury from the weather. If, in the opinion of the Design Professional or DPW, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect the work, such work or materials shall be removed and replaced at the expense of the Contractor.

b. It is the intent of these Specifications to require that, in all Chapter 149, s. 94A contracts, the General Contractor shall provide temporary enclosures and heat to permit construction work to be carried on during the months of November through March in compliance with M.G.L. Chapter 149, Section 44D (G). These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of DPW. Included in the preceding category, without limitation, are such items as site work, excavation, pile driving, steel erection, erection of certain "exterior" wall panels, roofing, and similar operation:

(1) "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Design Professional and consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The General Contractor shall furnish and install all "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40 degrees F, at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials or the applicable General Conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.

(2) Within 30 calendar days after his award of contract, the General Contractor shall submit in writing to DPW for approval, three copies of his proposed methods for "Weather Protection".

(3) Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

(4) The General Contractor shall furnish and install one accurate Fahrenheit thermometer at each work area as designated by the Designer. However, one additional accurate Fahrenheit thermometer shall be provided for every 2,000 square feet of floor space where the work areas exceed 2,000 square feet.

18. SANITARY FACILITIES

The Contractor shall furnish, install and/or maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local

Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. Nothing in this Section shall be construed as forbidding the use of facilities available in existing buildings on the job site if they meet the above requirements and the use of them will not interfere with the progress of the work.

19. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- a. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- b. to place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- c. to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- d. before final payment to remove all surplus material, false work, temporary structure, including foundations thereof, plant of any description and debris of every nature resulting from this operations, and to put the site in a neat, orderly condition.
- e. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Design Professional or DPW not to cut or otherwise work of any other contractor.

20. COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Design Professional or DPW immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

21. QUANTITIES OR ESTIMATES

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably

necessary or desirable by DPW to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

22. DISPUTES

a. All disputes arising under this Contract or its interpretation, whether involving law of fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to DPW for decision. All papers pertaining to claims shall state the facts surrounding the claims in sufficient detail to identify the claim, with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by DPW of notice thereof.

b. The Contractor shall submit proof of the Contractor's claim in detail. Each decision by DPW will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested.

c. If the Contractor does not agree with DPW's decision the Contractor shall not delay the work, but shall notify DPW promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

23. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, DPW shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

24. WARRANTY OF TITLE

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and, upon completion of all work, shall deliver the same to DPW free from any claims, liens, or charges. Neither the Contractor nor any person, furnishing any material or labor for any work covered by this Contract shall have any right to a lien. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection, or to recover under any laws permitting such persons to look to funds due the Contractor in the hands of DPW. The provisions of this paragraph shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

25. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by DPW shall constitute any acceptance of

work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. DPW will give notice of observed defects with reasonable promptness.

26. REVIEW OF RECORDS

DPW, its authorized representative and agents and the HUD Representative for the Secretary shall, at all times have access to and be permitted to observe and review all work materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by DPW through its authorized representatives or agents.

DPW/CITY OF SOMERVILLE

CDBG/CONSTRUCTION CONTRACT

INSURANCE REQUIREMENTS

The Vendor/Contractor shall maintain in full force and effect during the duration of this contract insurance issued by companies qualified to do business in the Commonwealth of Massachusetts, as follows:

- a) **COMMERCIAL GENERAL LIABILITY**, in primary amounts not less than:

\$ 2,000,000.00 per occurrence

\$ 2,000,000.00 aggregate

- b) **AUTOMOBILE LIABILITY**, including the use of all vehicles owned, leased, hired or borrowed, with limits not less than \$ 2,000,000.00 combined single limit covering work performed under this contract.
- c) **WORKER'S COMPENSATION**, statutory coverage as provided by General Laws, Chapter 152, as amended.

The Vendor/Contractor shall deposit with City certificates of insurance for such coverage in form and substance satisfactory to the City, naming the City as an additional insured, and shall deliver to the City new policies or certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation or change in coverage, scope or amount of any such policy or policies. The Vendor/Contractor shall furnish the City with the name and telephone number of the insurance agent and with copies of the insurance policies and endorsements. The Vendor/Contractor shall submit all changes or alterations in the policies to the City for its approval.