



**SURFSIDE
WASTEWATER
TREATMENT
FACILITY
UPGRADES**

**Contract Bid
Documents**

Part 1 of 2
Bidding Requirements
Contracting Requirements

CWSRF No. 4034

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Town of Nantucket
Department of
Public Works

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COMMITMENT & INTEGRITY DRIVE RESULTS

September 2016

SECTION 00 01 07

SEALS PAGE

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



A handwritten signature in black ink, appearing to read "T. F. Hazlett", written over a horizontal line.

Thomas Hazlett, PE
Senior Vice President
Woodard & Curran, Inc. (Engineer)

9/23/16

Date of Issue

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SECTION 00 11 16

INVITATION TO BID

The Town of Nantucket, MA (Owner) invites Bidders to submit sealed Bids for Surfside Wastewater Treatment Facility Upgrades, which includes, but is not limited to the following Work; and all materials, equipment, services and construction inherent to this Work.

- Construction of a new building enclosing the existing Headworks structure, including a separate electrical room and associated structural, electrical, and controls improvements.
- Demolition and replacement of the three primary sludge pumps, grinders, valves, electrical and controls within the existing Primary Sludge Building.
- Demolition and replacement of the existing polymer feed systems, including associated electrical and control components.
- Construction of three new gravity thickeners, a gravity thickener distribution box and scum well, including associated electrical and controls components. Installation of two new scum pumps, one new scum recirculation pump, one new rotary press feed pump and associated electrical and controls. Demolition of the aeration piping in one of the existing sludge holding tanks.
- Demolition and replacement of the Return Activated Sludge (RAS) pumps, draft pumps, Pre-Anoxic mixers, including electrical and control components as well as structural modifications to the existing Advanced Treatment Tanks.
- Modifications to the existing aeration piping and valves in the Advanced Treatment Tanks and Advanced Treatment Building.

The Work shall be substantially complete within 540 calendar days from the commencement of Contract Time and completed and ready for final payment 600 calendar days from the commencement of Contract Time.

All Bids for this Project are subject to applicable public bidding laws of Massachusetts including, but not limited to, MGL Chapter 149, Sections 44A-J. Sealed Sub-Bids are required for the following classes of Work.

roofing and flashing
miscellaneous and ornamental iron, painting,
heating, ventilating and air-conditioning
electrical work (including direct electrical radiation for heating)
masonry

General Bidders must be certified by the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for Sewage and Water Treatment Plants. Sub-Bidders must be DCAMM certified for their respective class of Work.

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

A Pre-Bid Conference will be held at 10:00 AM local time on October 12, 2016 at Surfside Wastewater Treatment Facility, South Shore Road, Nantucket MA. Bidders are encouraged to attend and participate in the conference.

Sub-Bids will be received until 10:00 AM local time on October 27, 2016 at the Department of Public Works, 188 Madaket Road, Nantucket MA 02254, Attention: Kara Buzanoski, Director. Sub-Bids filed will then be brought to the Surfside WWTF at 81 South Shore Road to be publicly opened and read aloud. Sub-Bids received after the time of announced opening will not be accepted. Bidders shall be responsible to confirm the ability of overnight mailing or courier services to deliver to the Owner's offices.

General Bids will then be received until 10:00 AM local time on November 10, 2016 at the Department of Public Works, 188 Madaket Road, Nantucket MA 02254, Attention: Kara Buzanoski, Director. General Bids will then be brought to the Surfside WWTF at 81 South Shore Road to be publicly opened and read aloud. General Bids received after the time of announced opening will not be accepted. Bidders shall be responsible to confirm the ability of overnight mailing or courier services to deliver to the Owner's offices.

General Bidders must submit the DCAMM Prime/General Certificate of Contractor Eligibility and the DCAMM Prime/General Contractor Update Statement. Sub-Bidders must submit the

DCAMM Filed Sub-Bid Certificate of Contractor Eligibility and the DCAMM Sub-Bidder Update Statement.

Sets of Bidding Documents may be obtained on or after September 28, 2016 at 10:00 AM.

electronically at no cost by registering at <http://www.nantucket-ma.gov>
On menu bar at top of page, click on “Business” then click on “Procurement”

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

Bid security in the amount of 5 percent of the prices bid must accompany each General Bid and each Sub-Bid in accordance with the Instructions to Bidders.

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

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

Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid under the resulting construction Contract. The goals for this Project are a minimum of **3.40 percent D/MBE participation and 3.80 percent D/WBE participation** by certified DBEs. **The two lowest responsive General Bidders shall submit completed DBE forms (EEO-DEP-190 & EEO-DEP-191 and DBE Certification of United States Citizenship form) by close of business on the third business day after Bid opening.** Failure to comply with these requirements may render a Bid non-responsive. No waiver of any provision of the D/MBE & D/WBE Requirements will be granted unless approved by the MassDEP.

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

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions, if any. Additional terms used in these Instructions to Bidders have the meanings indicated below and as may be included in the Supplementary Instructions to Bidders.
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered identified in the Invitation to Bid.
 - B. *Supplements* – Those portions of the Bidding Requirements to be submitted with and made a condition of a Bid including required submittals.
 - C. *Notice of Intent to Award* – The written notice to the Successful Bidder indicating, conditions precedent to receiving a Notice of Award and Agreement for execution.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Sets of Bidding Documents may be examined and obtained as stated in the Invitation to Bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, Bidding Documents provided by third parties, or for modifications to the Bidding Documents not made by official Addenda, including electronic conversion.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate the Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data requested in the Bidding Documents, and within the time frames stipulated upon Owner's request.
- 3.02 Bidders shall meet minimum criteria regarding experience and qualifications set forth in the General Requirements and the Specifications.

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

4.01 *Subsurface and Physical Conditions*

- A. Section 00 73 10 of the Supplementary Conditions identifies:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Section 00 73 10, if any, are included in the Bidding Documents as indicated in Section 00 31 00. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions, has been identified and established in Section 00 73 10 of the Supplementary Conditions.
- C. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

- B. Copies of reports and drawings referenced in Section 00 73 10, if any, are included in the Bidding Documents as indicated in Section 00 31 00. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Section 00 73 10 of the Supplementary Conditions.
 - C. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions and Section 00 73 10 of the Supplementary Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions and Section 00 73 10 of the Supplementary Conditions.
- 4.05 Upon request, Owner may provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall be responsible for obtaining permission and necessary permits and insurance for access to the Site. Bidder shall clean up and restore the Site to its former condition upon completion of any such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 7 of the General Conditions and Section 00 73 10 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10, as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10, as containing reliable "technical data";
 - E. consider the information known to Bidder; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

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

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre bid conference will be held at the time, date and location as indicated in the Invitation to Bid. Bidders are encouraged to attend and participate in the conference.
- 5.02 Addenda will be issued to all prospective Bidders of record considered necessary in response to questions arising at the conference by posting on the Owner’s website only. Oral statements may not be relied upon and will not be binding or legally effective. It is each Bidder’s responsibility to check the Owner’s website for Addenda per Paragraph 7.03.

ARTICLE 6 – SITE AND OTHER AREAS

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing as follows. Submission of questions via email is acceptable.

Woodard & Curran
980 Washington Street, Suite 325
Dedham, MA 02026
Attention: Krista Forti
Telephone: 781-613-0573
Email: kforti@woodardcurran.com

- 7.02 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.. Addenda will be posted on the website at the location indicated in the Invitation to Bid and a notice will be mailed electronically to all parties recorded by Owner or Engineer as having received the Bidding Documents. **It is each Bidder's responsibility to check the website for Addenda during the Bidding period and obtain and acknowledge Addenda issued.**

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, treasurer's or cashier's check, or money order, or a Bid bond on or consistent with the form included in the Bidding Documents in Section 00 43 13 issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General and Supplementary Conditions, if any.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has furnished the required contract security, met the conditions of the Notice of Intent to Award (if any) and Notice of Award, and executed the Agreement, whereupon the Bid security will be returned. If the Successful Bidder fails to comply with the conditions set forth in the Notice of Intent to Award (if any) and Notice of Award within the time specified therein, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening,

whereupon Bid security furnished by such Bidders will be returned. See Supplementary Instructions to Bidders (if any) for additional information.

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment and construction methods or procedures specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment and construction methods or procedures as defined in Paragraph 6.05 of the General and Supplementary Conditions and MGL c30 §39M, approved by Engineer and identified by Addendum, for proprietary items specified only.

- A. The materials and equipment and construction methods or procedures specified for proprietary items in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment and construction methods or procedures will be considered by Engineer as a substitute or “or-equal” item unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids.
- B. Each such request shall conform to the requirements of Paragraph 6.05 of the General and Supplementary Conditions.

- 11.02 The burden of proof of the merit of the proposed item is upon the Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 The Bidding Documents may require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner with the Bid.
- 12.02 As required in the Bidding Documents, or within 5 days after Bid opening if requested by Owner, Bidder shall submit a listing and experience statement with pertinent information

regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

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

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form and Supplements are included with the Bidding Documents.
- 13.02 Bids are to be submitted as indicated in the Bid Form. All blanks on the Bid Form shall be completed in ink or typewritten and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.

- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form. See Supplementary Instructions to Bidders for additional requirements, if any.
- 13.12 Bidders are advised to carefully review those portions of the Bid Form and Supplements requiring Bidder's representations and certifications that are to be submitted with a Bid or subsequent to the Bid opening, and made a condition of the Bid.
- 13.13 Substitutions and "or-equal" items for proprietary items specified must be summarized and fully explained in with Section 00 43 25 of the Bidding Documents in accordance with Article 11 above. Bids that do not comply with the requirements of Section 00 43 25 may be considered non responsive and may be rejected at the discretion of the Owner.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Bid Pricing

- A. Bidders shall submit a Bid on a lump sum basis as provided for in the Bid Form. Bid price shall be stated in both words and figures.
- B. Discrepancies between prices written in words and prices written in figures will be resolved in favor of prices written in words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Alternates (if any)

- A. Bidders shall include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form and Supplements, if any. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate and will be applied in the same order as listed in the Bid form.

14.03 Completion Time Comparisons

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished a copy of the Bid Form, the Bid Security Form and Supplements. An original signed hard copy of the Bid Form, the original of the Bid security, Supplements (as listed in the Bid Submittal Checklist), and the Bid Submittal Checklist are to be completed and submitted.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 15.03 If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED.**” **A Bid sent by mail or courier shall be addressed to Owner at Department of Public Works, 188 Madaket Road, Nantucket MA 02554, Attention: Kara Buzanoski, Director, 508-228-7244**
- 15.04 Bidders shall be responsible to confirm the ability of overnight mailing or courier services to deliver to the Owner’s offices.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-Bid, that Bidder will be disqualified from submitting a Bid on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible or eligible or does not meet the specified qualification or quality requirements, based on poor references or otherwise. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project or public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities are submitted.
- A. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- A. Owner may conduct reference checks for the projects listed by the Bidder. Poor references may be a basis for deeming Bidder as not responsible. Reference questions will include, but are not limited to, product quality and durability, overall work quality, performance, timely delivery/completion, customer service, and general customer satisfaction.

- 19.06 Proposed substitutes and “or-equal” items for proprietary items specified as set forth in Section 00 43 25, may be rejected or accepted unilaterally by Owner its sole discretion. Requests that are general, make reference to Bidder’s standard terms and conditions, are a wholesale substitution of the terms and conditions of the Bidding Documents, or that make reference to Bidder’s descriptive information as a whole are not acceptable.
- 19.07 If the Contract is to be awarded, Owner may award the Contract to the responsive, responsible, and eligible Bidder, offering the lowest price for the base Bid plus Alternate 1, 2, and 3 as described in Section 00 41 02, Form for General Bid.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions and Supplementary Conditions, if any, set forth Owner’s requirements as to performance and payment bonds and insurance. The Successful Bidder shall deliver such bonds and evidence of insurance coverage within 10 days of receipt of the Notice of Award.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 The Owner will issue a Notice Award to the Successful Bidder in the form included in Bidding Documents. Within 10 days of receipt of the Notice of Award, the Successful Bidder shall comply with the conditions set forth therein and provide requested information.
- 21.02 Based on required reviews and approvals, Owner will thereafter provide the required number of counterparts of the Agreement and other Contract Documents which are identified in the Agreement. The Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and other Contract Documents to Owner within the time specified by the Owner. After obtaining required reviews and approvals for Contract execution, Owner shall return one fully signed counterpart the Agreement and other Contract Documents.

ARTICLE 22 – RETAINAGE

- 22.01 Provisions concerning retainage are set forth in the Agreement.

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

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

**ARTICLE 24 – EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION,
AND AFFIRMATIVE ACTION**

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

ARTICLE 25 – SAFETY AND HEALTH REGULATIONS

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

ARTICLE 26 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

END OF SECTION

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SECTION 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplement or modify the Instructions to Bidders pursuant to Article 26 therein. This section does not represent or reflect all applicable Laws and Regulations and may only include excerpts, portions, and para-phrasing of certain Laws and Regulations. Bidders are solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

1.01 Applicable Laws for Bid and Award; General

- A. This Contract is being bid and awarded under the provisions of Commonwealth of Massachusetts General Laws (“MGL”) Chapter 149, Section 44A, *Definitions; competitive bids; award; bonds . . .* whereby Sections 44A through 44H shall apply.
 - 1. The time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- B. Pursuant to MGL Chapter 149, Sections 44A to 44H and the Bidding Requirements,
 - 1. Bidders must be pre-certified as eligible by the Division of Capital Asset Management and Maintenance (DCAMM), submit such certification along with an Update Statement in accordance with the Annex to the Form for General Bid and Form for Sub-Bid; and
 - 2. Sub-Bids for certain classes of Work must first be submitted to the Owner per the Bidding Requirements. If sub-Bids are received and not rejected, they will be considered “filed sub-Bids”. Filed sub-Bids will be made available to general Bidders for inclusion in general Bids as applicable, in accordance with the Bidding Requirements.
- C. The General Bidder must be DCAMM certified for Sewage and Water Treatment Plants.
- D. Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos must be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6B.
- E. Sheet metal work must be performed by a contractor licensed in accordance with 271 CMR 1.00, et seq. governing licensing, permitting, and sheet metal work in Massachusetts.

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

roofing and flashing
miscellaneous and ornamental iron
painting
heating, ventilating and air-conditioning
electrical work (including direct electrical radiation for heating)
masonry

1.02 Additional Defined Terms

- A. *General Bidder* – also “Bidder” as defined in the General Conditions and Supplementary Conditions; a Bidder who submits a general Bid to Owner on the Form for General Bid in accordance with MGL Chapter 149, Sections 44A to 44H along with required Supplements.
- B. *Sub-Bidder* – also “Bidder” as defined in the General Conditions and Supplementary Conditions; a Bidder who files a sub-Bid with Owner for use by a General Bidder, for a class of Work specified in Chapter 149, Section 44F on the applicable Form for Sub-Bid along with required Supplements.
- C. *Bid security* – per the Instructions to Bidders. Also “bid deposit” as used in MGL Chapter 149, Sections 44A to 44H.
- D. *Bid Form* – as defined in the General Conditions and Supplementary Conditions and also includes Form for General Bid, Annex and Supplements, Form for Sub-Bid for each class of Work, Annex and Supplements.
- E. *Eligible* – as defined in MGL Chapter 149, Section 44A.
“able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of (this) chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.”
- F. *Responsible* – as defined in MGL Chapter 149, Section 44A.
“demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter.”
- G. *General Contractor* – the Successful General Bidder.

1.03 Submission of Sub-Bids

- A. Each sub-Bid shall be submitted pursuant to MGL Chapter 149, Section 44F and in accordance with Article 15 of the Instructions to Bidders, and also be identified as "SUB-BID" with the name of the sub-trade for which the sub-Bid is submitted on the outside of the sealed envelope containing the sub-Bid.
- B. Within 2 days, Saturdays, Sundays and legal holidays excluded, after opening of sub-Bids, the Owner will reject every sub-Bid which is not accompanied by the required Bid deposit or which otherwise does not conform to the statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for; provided, however, that the failure of the Owner to reject such a sub-Bid within such period shall not validate such a sub-Bid nor preclude the Owner from subsequently rejecting.
- C. Not later than the second day, Saturdays, Sundays and legal holidays excluded, before the day fixed by the Owner for the opening of general Bids, the Owner shall mail to every person on record as having taken a set of Plans and Specifications, a list of Sub-Bidders arranged by sub-trades and listing for each sub-trade the name, address and sub-Bid price of every Sub-Bidder submitting a sub-Bid thereon not rejected by the Owner and the general Bidders excluded from using such sub-Bid. A person shall not be named by a general Bidder as a Sub-Bidder for a sub-trade on the Form for General Bid unless such person is included for such sub-trade in said list.
- D. If a General Bidder not excluded in said list from doing so names as a Sub-Bidder for a sub-trade on the Form for General Bid, a person included for such sub-trade in said list at the sub-Bid price stated in said list, neither the general Bid of such General Bidder nor the Contract executed on the basis of such general Bid shall be invalid or rejected because of the invalidity of such sub-Bid, or because of error in said list, nor shall such general Bid be rejected nor shall such Contract be invalid because of any invalid action taken by the Owner in connection with any sub-Bid or sub-Bids; but there shall be substitution of Sub-Bidders and adjustment of Contract Price as if MGL Chapter 149, Section 44F, subsection (4)(c) were applicable.
 1. If no sub-Bid is filed for a sub-trade designated in the general Bid Form or if the only sub-Bids which are filed are restricted to the use of one or more General Bidders, the Owner may state, in an Addendum issued with the list of Sub-Bidders referred to above, that the General Bidder shall include in the cost of its own Work, an amount to cover all the Work required for any such sub-trade. The general Contractor shall cause the Work covered by such sub-trade to be done by a qualified and responsible Subcontractor, subject to the written approval of the Owner. If the Owner determines that any Subcontractor chosen by the general Contractor as provided in this

paragraph is not qualified or responsible, the general Contractor shall obtain another Subcontractor who is satisfactory to the Owner with no adjustment in the general Contractor's price.

2. If a rejection of all sub-Bids, other than as set forth above, for such a sub-trade occurs pursuant to MGL Chapter 149, Section 44E subsection (1) or Section 44F subsection (3), the Owner shall state, in an Addendum issued with the list of Sub-Bidders referred to above, the amount to be included by a General Bidder on the general Bid form for such sub-trade; and without in any way affecting other Sub-Bidders who have conformed to the prescribed bidding procedure, new sub-Bids for such sub-trade shall be requested forthwith by written invitation to three or more qualified Sub-Bidders and shall be publicly opened and read by the Owner at a time and place to be specified in such invitation. The general Contractor shall cause the work covered by such sub-trade to be done by the lowest responsible and eligible Sub-Bidder against whose standing and ability the general Contractor makes no objection or, if there is no such Sub-Bidder, by such Subcontractor against whose standing and ability the general Contractor makes no objection and for such sum as the general Contractor and the Owner may agree upon; and the Contract Price shall be adjusted by the difference between the Subcontract sum and the amount stated in the Addendum. The General Bidder shall include in the cost of its own Work on the Form for General Bid all expenses and profits on account of such adjustments.
- E. If a General Bidder customarily performs, with employees on his own payroll who are mechanics or laborers as referred to in MGL Chapter 149 Section 26, a sub-trade for which the Owner has invited filed sub-Bids, it may submit a sub-Bid for such sub-trade which shall be considered on a par with other sub-Bids, and it shall also list under the appropriate sub-Bid category in its Bid its own name and sub-Bid price for such sub-trade. No such sub-Bid shall be considered unless the General Bidder can show (a) it does so customarily perform such sub-trade, and (b) it is qualified to do the sub-trade work. In lieu of listing its name and sub-Bid price in its general Bid, such General Bidder may list the name and amount of the lowest responsible and eligible Sub-Bidder for that sub-trade if (a) such Sub-Bidder's price is lower than his, (b) such sub-Bid is available for his use; and (c) such sub-Bid is not restricted to his use alone or to his use and that of another General Bidder, or Bidders.
- F. All Sub-Bidders when finally selected shall be notified in writing of their selection within 48 hours thereafter by the General Bidder.

1.04 Bid Security

- A. The Bid security of the 3 lowest Responsible and Eligible General Bidders will be retained until execution of a Contract or within 30 days after Bid opening if no award is made, except if forfeited.
 - 1. If the Bid security is forfeited per the Instructions to Bidders and MGL Chapter 149, Section 44B, the amount of such forfeiture shall be liquidated damages and shall not exceed the difference between the Successful General Bidder's Bid price and the Bid price of the next lowest Responsible and Eligible General Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the General Bidder, the Bid security shall be returned to it.
- B. The Bid security of the Sub-Bidders named in the general Bids of the three lowest Responsible and Eligible General Bidders and those of the 3 lowest Responsible and Eligible Sub-Bidders for each sub trade will be retained until execution of a Contract or within 30 days after Bid opening if no award is made, except if forfeited.
 - 1. If the Bid security is forfeited per the Instructions to Bidders and MGL Chapter 149, Section 44B, the amount of such forfeiture shall be liquidated damages and shall not exceed the difference between the Successful Sub-Bidder's sub-Bid price and the sub-Bid price of the next lowest Responsible and Eligible Sub-Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting any such Sub-Bidder, the Bid security shall be returned to it.

1.05 Evaluation of Bids

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

1.06 Substitution of Sub-Bidders Subsequent to Award

- A. If, after the selection of the lowest Responsible and Eligible General Bidder, it be decided to consider Sub-Bidders other than the ones named by such General Bidder in his general Bid, the Owner and such General Bidder shall jointly consider all filed sub-Bids not rejected in accordance with MGL Chapter 149 Section 44F subsection (3).
- B. Any agreement to substitute a sub-Bid for the one named in the selected General Bid shall result in an adjustment of the General Bid price in accordance with MGL Chapter 149 Section 44F subsection (4)(b).

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

1.07 Subcontracts with Sub-Bidders

- A. Not later than 10 days after the General Bidder selected as the general Contractor is notified by the Owner of his selection as the general Contractor, the General Bidder so selected shall present subcontract agreements to each of the filed Sub-Bidders finally selected in the form included in Section 00 73 73. The selected General Bidder and each of the selected Sub-Bidders shall promptly execute the subcontract agreements, and fully executed copies of the subcontract agreements shall be delivered to the Owner not later than 25 calendar days after award of the Contract to the selected General Bidder.
- B. Pursuant to MGL Chapter 149, Section 44F subsection (4)(c), if a selected Sub-Bidder fails, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the general Contractor, to perform his agreement to execute a subcontract in the form set forth in the Contract Documents with such General Bidder, contingent upon the execution of the Contract, and, if requested so to do by such General Bidder in the general Bid, to furnish a performance and payment bond as stated in his sub-Bid, such General Bidder and the Owner shall select, from the other sub-Bids duly filed with the Owner for such sub-trade and not rejected under MGL Chapter 149 Section 44H, the lowest responsible and eligible Sub-Bidder at the amount named in his sub-Bid as so filed, against whose standing and ability the general Contractor makes no objection, and the Contract Price shall be adjusted by the difference between the amount of such sub-Bid and the amount of the sub-Bid of the delinquent Sub-Bidder.

1.08 Other Requirements of the MGL

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

- B. **Taxes:** Bidder shall submit with its Bid, a “Certificate of Good Standing” with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying Bidder has complied with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. Bidder will provide such certificate for each Subcontractor if it receives a Notice of Award. Bidders are encouraged to obtain such Certificate of Good Standing online at <http://www.mass.gov/dor/businesses/programs-and-services/certificate-of-good-standing.html>. See explanation and instructions at the end of this Section.
- C. **Debarment:** A Bidder is ineligible to bid or enter into a public contract in the Commonwealth of Massachusetts if it has been debarred from bidding on or entering into a public contract under the provisions of MGL Chapter 29, Section 29F, *Debarment from bidding; definitions; lists; notice; affiliates; mitigating circumstances*, or any other applicable debarment provisions of any other chapter of the MGL or any rule or regulations promulgated thereunder.
- D. **Financial Statements:** If Bidder receives a Notice of Award, the following shall be submitted prior to execution of the Agreement in accordance with MGL Chapter 30, Section 39R *Definitions; contract provisions; management and financial statements; enforcement*.
- A statement by management on internal accounting controls;
 - A statement prepared by an independent certified public accountant regarding management’s statement; and
 - An audited financial statement for the most recent completed fiscal year.
- E. **Labor Preferences and Work Hours**
1. The provisions of MGL Chapter 149, Section 26, *Public works; preference to veterans and citizens; wages*, requires the employment in the construction of public works be subject to preference being given to citizens of the Commonwealth of Massachusetts, citizens of the town or city where the Project is located, veterans and service-disabled veterans, and citizens of the United States. The provisions of MGL Chapter 149, Section 179A, *Preference to citizens in awarding public work contracts, violations*, requires that award of contracts for public work be subject to preference being given to persons who are citizens of the United States.

2. The provisions of MGL Chapter 149, Sections 26, 27, and 27A through 27D, as amended, set forth requirements for minimum wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards. It is the responsibility of the Bidders, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under the resulting Contract. Also see Sections 00 73 43 of the Supplementary Conditions.
 3. The provisions of MGL Chapter 149, Section 30, *Eight hour day and six day week; emergencies; work on highways* and Section 34, *Public contracts; stipulation as to hours and days of work; void contracts* regulate work hours for public construction.
- F. **Sales Tax Exemption:** MGL Chapter 64H, Section 6, *Exemptions*, subsection (f) exempts building materials and supplies to be used in the Project from Commonwealth of Massachusetts sales tax and Bidder shall not include any amount therefor. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.
- G. **Safety and Health:** This Project is subject to Massachusetts Department of Labor and Industries, Division of Occupational Safety *454 CMR 10.00 et seq. “Construction Industry Rules and Regulations”*; Massachusetts Department of Public Safety *520 CMR 14.00 et seq. “Excavation and Trench Safety”*; MGL Chapter 82, *The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways, and Specific Repairs Thereon*, MGL Chapter 82A, *Excavation and Trench Safety*, and MGL Chapter 149 Section 129A, *Shoring Trenches for local governments*.

In addition, MGL Chapter 30, Section 39S, requires that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work, and documentation of successful completion of said course shall be submitted with the first certified payroll report for each employee. Any employee found on a Work Site subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

1.09 Environmental Protection Agency State Revolving Loan Fund Program (SRF) and Massachusetts Department of Environmental Protection (MassDEP), Division of Municipal Services (DMS) SRF Provisions

- A. This Project is to be funded in part with monies made available by the Clean Water State Revolving Fund (SRF) and by the Massachusetts Clean Water Trust (the “Trust”) and subject to the approval by the MassDEP. Compliance with the following is required.
1. *Diesel Retrofit Program*: Bidders must submit a signed and dated Statement of Intent to Comply form, included at the end of Section 00 45 05, as part of its Bid. See detailed requirements included in Section 00 73 76 for required certification after award.
 2. *American Iron and Steel requirements of P.L. 113-76 (the Consolidated Appropriations Act of 2014)*: See detailed requirements included in Section 00 73 76.
 3. *Federal minimum wage rates as determined by the United States Department of Labor under the Davis-Bacon*: See Section 00 73 43. In case of discrepancy between Federal and state wage rates, the higher wage rates shall apply.
 4. *Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)”* (copies of such regulations available at <http://www.gpoaccess.gov/cfr/index.html>): Contractors, Subcontractors, or Suppliers that appear on the Excluded Parties List System at www.epls.gov are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.
 5. Applicable provisions of the Massachusetts General Laws and Regulations and/or United States Code of Federal Regulations govern the Bidding Requirements and resulting Contract, and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflicts between the Code of Federal Regulations and state Laws and Regulations exist, the more stringent requirement shall apply.
 6. Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid under the resulting Contract. The goals for this Project are a minimum of **3.40 percent D/MBE participation and 3.80 percent D/WBE participation** by certified DBEs. **The two lowest responsible and eligible General Bidders shall submit completed DBE forms (EEO-DEP-190C & EEO-DEP-191C and DBE Certification of United States Citizenship form) in accordance with Section 00 45 57 by the close of business on the third business day after Bid opening.** Failure to comply with the requirements of this paragraph or the requirements in Section 00 45 57 may

be deemed to render a Bid non-responsive. No waiver of any provision of the D/MBE & D/WBE Requirements including those in Section 00 73 38 will be granted unless approved by the MassDEP.

7. The lowest responsive, responsible, and eligible General Bidder will be required to submit a projected monthly cash flow schedule and Statement of Direct Labor Cost percentages per Section 00 73 76 for MassDEP approval prior to issuance of a Notice of Award.
8. Bids shall reflect financial participation limitations of MassDEP - DMS under the SRF Program including mobilization not exceeding 5 percent of the total Contract Price and other certain items included in Section 00 73 76.
9. The Contractor who enters into an agreement with the Owner shall guarantee: the Work is provided in accordance with the Contract Documents and will be free from defects for a minimum of 1 year from the date of Substantial Completion; defects in the Work will be corrected or Owner may correct; and other required warranties and guarantees will be provided as specified, all in accordance with Articles 6.19, 13.06, 13.07, 13.09 and 14.03 of the General and Supplementary Conditions, if any.
10. If at any time within the said period of guarantee any part of Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.
11. This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety 'Rules and Regulations for the Prevention of Accidents in Construction Operations' (Chapter 454 CMR 10.00 et seq.). Bidders shall be familiar with the requirements of these Regulations.
12. Whenever it is written that an equipment manufacturer must have a specified period of experience with its product, equipment which does not meet the specified experience period can be considered if the equipment Supplier or manufacturer is willing to provide an "Efficiency Guarantee Bond" or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

END OF SECTION



The Official Website of the Department of Revenue (DOR)

Department of Revenue

About DOR

[Home](#) [Businesses](#) [Programs & Services](#) [Certificate of Good Standing](#)

Certificate of Good Standing

Corporations and other organizations often need proof that they are in good standing with the Commonwealth, i.e., that all tax liabilities have been met in order to obtain financing, sell their business, renew licenses or enter into other business transactions.

The fastest and easiest way to obtain a Certificate is via our [online application](#). Both taxpayers and authorized practitioners can use this program to obtain a Certificate within a few days. Before beginning this process, make sure that key authenticating data is readily available, including the entity's id number, a list of tax types filed with DOR and the dates when the entity was first required to collect and submit these taxes.

Once the applicant has been authenticated, a search will be made of our databases to identify any returns that need to be filed or bills that remain unpaid. Since this process takes up to 48 hours, users will be given an application number and asked to come back to the program in a couple of days. At that time, fully compliant taxpayers will be able to print a Certificate or request that it be mailed to the address of record. If bills are identified, an opportunity will be given to pay the amount owed via EFW. A Certificate will then be issued. Taxpayers with nonfiled Trustee tax returns (Sales, Meals, Withholding, Room Occupancy), can file and pay within the application and obtain their Certificate. Taxpayers with nonfiled Income and Corporate returns will be given instructions on how to file on paper and obtain a Certificate.

Please note:

Taxpayers responsible for certain taxes such as Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation will need to file a paper application. This [form](#) can be printed from this site. **Paper applications can take 4 to 6 weeks.**

Paper applications are also required in order to obtain a Waiver of Corporate Tax lien.

Dissolutions: Corporations have not been required to obtain a Certificate of Good Standing prior to a voluntary dissolution since March 1992.

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<http://www.mass.gov/dor/businesses/programs-and-services/certificate-of-good-standing>.

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SECTION 00 31 00

AVAILABLE PROJECT INFORMATION

INFORMATION	LOCATION OF INFORMATION
Geotechnical Data Geotechnical Report Soil Boring Data	Following this page

END OF SECTION

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REPORT

May 24, 2016
16-0151 S

Explorations and Geotechnical Engineering Services

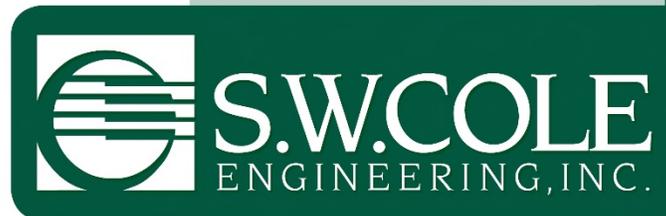
Wastewater Treatment Facility Improvements
Surfside Wastewater Treatment Facility
South Shore Road
Nantucket, Massachusetts

PREPARED FOR:

Woodard & Curran
Attention: Krista L. Forti, P.E.
980 Washington Street, Suite 325
Dedham, MA 02026

PREPARED BY:

S. W. Cole Engineering, Inc.
10 Centre Road
Somersworth, NH 03878-2926
(603) 692-0088



- *Geotechnical Engineering*
- *Construction Materials Testing and Special Inspections*
- *GeoEnvironmental Services*
- *Test Boring Explorations*

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Sheet 6	Key to the Notes and Symbols
Sheets 7 and 10	Laboratory Test Results

16-0151 S

May 24, 2016

Woodard & Curran
Attention: Krista L. Forti, P.E.
980 Washington Street, Suite 325
Dedham, MA 02026

Subject: Explorations and Geotechnical Engineering Services
Wastewater Treatment Facility Improvements
Surfside Wastewater Treatment Facility
South Shore Road
Nantucket, Massachusetts

Dear Krista:

In accordance with our Agreement dated March 31, 2016, we have made a geotechnical evaluation for the proposed Wastewater Treatment Facility Improvements at the Surfside Wastewater Treatment Facility in Nantucket, Massachusetts. This report summarizes our findings and geotechnical recommendations, and its contents are subject to the limitations set forth in Attachment A.

1.0 INTRODUCTION

1.1 Scope and Purpose

The purpose of the work was to explore subsurface conditions at the site in order to provide geotechnical recommendations relative to foundations and earthwork associated with the proposed construction. Our scope of services included test boring explorations, soils laboratory testing, a geotechnical evaluation of the findings relative to proposed building construction, and preparation of this report.

1.2 Existing Conditions and Proposed Construction

The site is located at the southern end of South Shore Road in Nantucket, Massachusetts. The site consists of an existing wastewater treatment facility and extends from South Shore Road to the ocean. The site topography is generally flat in the area of the proposed construction.

We understand that project involves the construction of a new building over an existing Headworks concrete tank structure on the northeast side of the site and a new concrete wetwell adjacent to the existing sludge holding tank on the central part of the site. We understand that the proposed headworks structure is conceived to be constructed partially on new spread footings and partially on the existing tank footings or on helical screw piles. We estimate that finish grades will be within a few feet of existing grade

We have attached a "Site Location Map" as Sheet 1. Proposed and existing site features are shown on the "Exploration Location Plan," attached as Sheet 1A.

2.0 EXPLORATION AND TESTING

2.1 Exploration

The subsurface exploration program consisted of three test borings (designated B-1, B-2 and B-3) performed on May 3 and 4, 2016 by a boring contractor working under subcontract to S. W. Cole Engineering, Inc. (S.W.COLE). Test borings were advanced to depths of 51, 31 and 26 feet respectively using cased drive and wash drilling techniques. Standard Penetration Testing and split spoon sampling was conducted at typical 5-foot intervals in the boreholes. S.W.COLE personnel observed the test borings and prepared logs of the borings that are included as Sheets 2 through 5. A key to the notes and symbols used on the logs is attached as Sheet 6.

Test borings were marked in the field by Woodard & Curran prior to drilling. As-drilled locations shown on the topographical plan of the site were located using taped measurements from existing site features. Ground surface elevations shown on the boring logs were estimated from contours shown on the site plan and observations made during our site visit. The locations should be considered accurate only to the degree implied by the method used to determine them. Approximate test boring locations are shown on Sheet 1A.

2.2 Laboratory Testing

Soil samples retrieved from the test borings were visually classified in the field and in our laboratory. We performed four gradation tests on selected samples to assist in soils

classification. Results are attached as Sheets 7 through 10.

3.0 SUBSURFACE CONDITIONS

3.1 Soils

Subsurface conditions at the site generally consist of fill overlying sand. Fill was encountered borings B-1 and B-2 to depths extending of 1.5 and 14.0 feet below ground surface, respectively. Fill consist of gray sand and gravel in Test Boring B-1 and brown silty sand with some gravel to sand with some gravel and trace silt in Test Boring B-2. Underlying native sand encountered in each of the borings generally consists of stratified sand deposits with varying amounts of silt and gravel. Test borings B-1 through B-3 were terminated at 51, 31 and 26 feet below ground surface, respectively in sand.

For more detailed descriptions of the subsurface findings, please refer to the boring logs attached as sheets 2 through 5.

3.2 Groundwater

At the time of our explorations, saturated soil conditions were encountered in explorations B-1 through B-3 at depths of 13.8, 14.1 and 13.0 feet below ground surface, respectively. Measurements of groundwater during the relatively short period of time the boreholes were open may not be indicative of actual conditions. The test boring findings indicate the groundwater table likely remains below expected excavation depths throughout the year. Groundwater levels fluctuate due to season, precipitation, infiltration and construction activities in the area. Therefore groundwater levels during and after construction may vary from those observed in test borings.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General Findings

Based on the subsurface findings and our understanding of the proposed construction, it is our opinion that conventional spread footing foundations and slab on grade construction are feasible to support the proposed construction. The principal geotechnical considerations for design and construction are as follows.

- Subsurface soils at the site generally consist of loose to medium dense sands with trace to some silt and varying amounts of gravel. Excavations should be made with a smooth-edge bucket to limit disturbance to the bearing surface. Subgrade should be proof compacted with at least 3 passes of a vibratory drum roller having a static weight of at least 10 tons or at least 3 passes of a vibratory plate compactor having a static weight of at least 500 pounds.
- Measured groundwater elevations appear to be below the proposed excavation depths based on the water levels measured at the time of drilling. Groundwater levels fluctuate with season, precipitation and construction in the area and may differ from those encountered in test borings.

4.2 Site Preparation

The soils that will be exposed will be subject to erosion. Site preparation should begin with the construction of an erosion control system to protect drainage ways and areas outside the construction limits. All topsoil and loose surficial soils must be removed beneath the proposed building area. As much vegetation as possible should remain adjacent to the construction site to reduce the potential for erosion.

4.3 Excavation and Dewatering

While water is expected to be below proposed excavation depths, the contractor should anticipate the need for dewatering excavations, particularly during and following periods of precipitation. Ditching with gravity drainage, and pumping from open sumps should be adequate.

Excavations must be properly shored and/or sloped in accordance with OSHA trenching regulations to prevent sloughing and caving of the sidewalls during construction. The contractor is responsible for selection, design, and implementation of the excavation support and dewatering program.

4.4 Foundation Design

We recommend that subgrade be excavated using a smooth-edge bucket and proof compacted with a minimum of 3 passes of a vibratory plate compactor having a static

weight of at least 500 pounds.

For foundations bearing on properly prepared subgrades, we recommend the following geotechnical parameters for design consideration:

GEOTECHNICAL FOUNDATION DESIGN PARAMETERS	
Design Frost Depth	4.0 feet
Net Allowable Foundation Bearing Pressure	3.0 ksf or less
Base Friction Factor	0.40
Total Unit Weight of Backfill	125 pcf
Internal Friction Angle of Soil	30 degrees
Active Lateral Earth Pressure Coefficient	0.3
Passive Lateral Earth Pressure Coefficient	3.3
At-Rest Lateral Earth Pressure Coefficient	0.5
Estimated Post-Construction Settlement	3/4-inch or less
Seismic Site Class	E

Strip and column footings should be at least 24 inches in width, regardless of the bearing pressure.

4.5 Liquefaction

Liquefaction is typically observed in saturated deposits of loose sands and non-plastic silts subjected to ground shaking most commonly from earthquakes. The foundation soils at the proposed building location typically consist of loose to medium dense stratified sand deposits with varying amounts of silt and gravel. Therefore, based on the soils present, we believe the risk of seismically induced liquefaction occurring at the site is moderate.

4.6 Foundation Drainage

Test boring data indicates that the native sand deposits are relatively free draining and the water table is at approximately 13 feet below existing ground surface. Based on these data it is our opinion foundation drains are not required.

4.7 Slab-On-Grade

The slab-on-grade floor may be designed using a subgrade reaction modulus of 125 pci (pounds per cubic inch) provided the subgrade is proof compacted by at least 3 passes of a vibratory drum roller having a static weight of at least 10 tons or at least 3 passes of a vibratory plate compactor having a static weight of at least 500 pounds. The structural engineer or concrete consultant must design steel reinforcing and joint spacing appropriate to slab thickness and function.

We recommend a sub-slab vapor retarder particularly in areas of the building where the concrete slab will be covered with an impermeable surface treatment or floor covering that may be sensitive to moisture vapors. The vapor retarder must have a permeance that is less than the floor cover or surface treatment that is applied to the slab. The vapor retarder must have sufficient durability to withstand direct contact with the sub-slab base material and construction activity. The vapor retarder material should be placed according to the manufacturer's recommended method, including the taping and lapping of all joints and wall connections. The architect and/or flooring consultant should select the vapor retarder products compatible with flooring and adhesive materials.

The floor slab should be appropriately cured using moisture retention methods after casting. Typical floor slab curing methods should be used for at least 7 days. The architect or flooring consultant should assign curing methods consistent with current applicable American Concrete Institute (ACI) procedures with consideration of curing method compatibility to proposed surface treatments, flooring and adhesive materials.

4.8 Fill Materials and Compaction

Although a wide range of soil materials can be used successfully, it has been our experience that granular soils with good drainage characteristics (as recommended below) provide significant advantages particularly in wet conditions and during cold weather construction. Although these materials provide advantages during wet and cold weather, freezing weather or precipitation may warrant use of alternative materials that have better drainage characteristics and are non-frost susceptible. We recommend that either filling be limited during these times or more applicable materials be used. We recommend the following fill materials:

Select Granular Borrow: Imported materials consisting of a mixture of natural sand, gravel and silt fill free of organics and other deleterious meeting the following gradation:

SELECT GRANULAR BORROW	
Sieve Size	Percent Finer by Weight
6 Inch	100
¼ Inch	25 to 90
No. 40	0 to 50
No. 200	0 to 10

Select Granular Borrow is recommended for use as:

- Backfill for below footings and slabs
- Backfill for interior and exterior footings
- Backfill below entrance slabs and sidewalks

It is our opinion that MassDOT M1.04.0b Sand Borrow meets the intention of the Granular Borrow specification and is an adequate substitute.

Re-Use: Excavated granular materials on site are anticipated to be suitable for use as Select Granular Borrow, provided that: 1) they are at a moisture content at the time of construction that is adequate for achieving project compaction specifications, 2) rock particles larger than 6 inches are removed prior to re-use, and 3) the material is free of organics and debris.

Recycled Products: Borrow products including various proportions of recycled crushed materials such as asphalt, concrete, and brick can be submitted to S.W.COLE for review and consideration for use as Select Granular Borrow. Recycled products must also be tested in accordance with state environmental regulations and approved by a qualified environmental consultant.

Placement and Compaction: Fill should be placed in horizontal lifts and be compacted. Lift thickness should range between 6 to 12 inches depending upon the size and type of equipment such that the desired density is achieved throughout the lift thickness with 3

to 5 passes of the compaction equipment. We recommend that fill placed below the building areas be compacted to at least 95 percent of its maximum dry density as determined by ASTM D-1557. Foundation backfill should be compacted to at least 95 percent of ASTM D-1557.

4.9 Weather Considerations

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

4.10 Design Review and Construction Testing

S.W.COLE should be retained to review the final design and specifications to determine that our earthwork and foundation recommendations have been properly interpreted and implemented.

A soils and concrete testing program should be implemented during construction to observe compliance with the design concepts, plans, and specifications. S.W.COLE is available to provide subgrade observations for foundations as well as testing services for soils, concrete, asphalt, steel and spray-applied fireproofing construction materials.

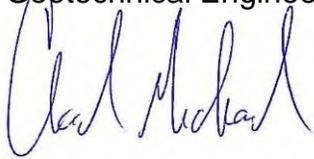
5.0 CLOSURE

It has been a pleasure to be of assistance to you with this phase of your project. If you have any questions or we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S. W. Cole Engineering, Inc.

Eric J. Baron, P.E.
Geotechnical Engineer

A handwritten signature in blue ink, appearing to read 'Chad Michaud', is written over the printed name of Chad B. Michaud.

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



EJB:cbm

ATTACHMENT A

Limitations

This report has been prepared for the exclusive use of Woodard & Curran for specific application to the proposed Wastewater Treatment Facility Improvements project at the Surfside Wastewater Treatment Facility in Nantucket, Massachusetts. S.W.COLE has endeavored to conduct the work in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

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

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

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

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

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



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2,000 0 2,000 4,000



Scale in Feet



S.W. COLE
ENGINEERING, INC.

WOODARD & CURRAN

SITE LOCATION MAP

WASTEWATER TREATMENT FACILITY IMPROVEMENTS

SURFSIDE WASTEWATER TREATMENT FACILITY

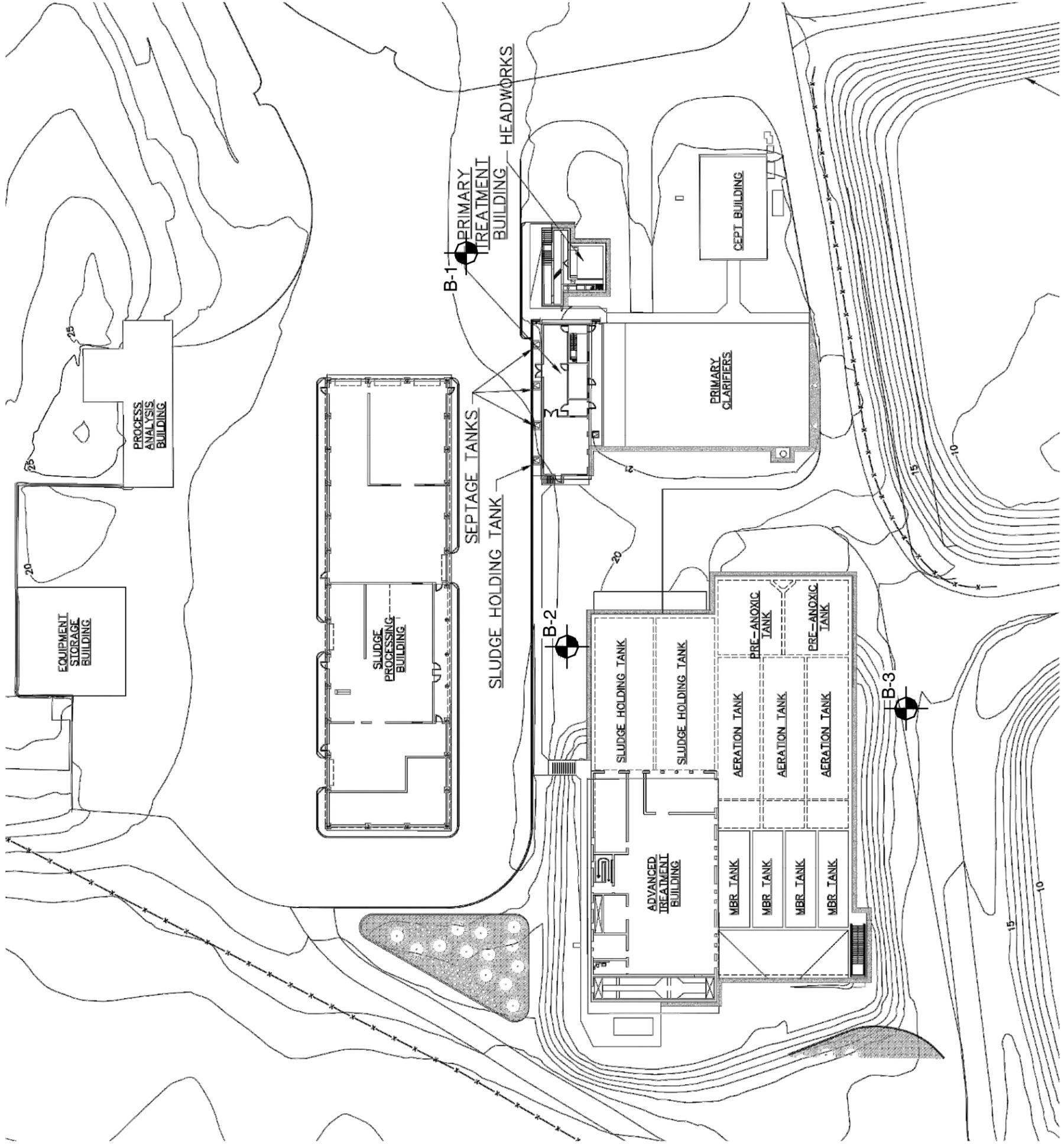
SOUTH SHORE ROAD

NANTUCKET, MASSACHUSETTS

NOTE:

SITE LOCATION MAP PREPARED FROM
ESRI ArcGIS ONLINE AND DATA PARTNERS
INCLUDING USGS AND © 2007 NATIONAL
GEOGRAPHIC SOCIETY.

Job No.	16-0151	Scale	1:24000
Date:	05/24/2016	Sheet	1



LEGEND:

 APPROXIMATE BORING LOCATION

NOTES:

1. EXPLORATION LOCATION PLAN WAS PREPARED FROM A 1"=40' SCALE PLAN OF THE SITE ENTITLED "WWTF EXISTING CONDITIONS PLAN," PREPARED BY WOODARD & CURRAN, DATED JANUARY 2016.
2. THE BORINGS WERE LOCATED IN THE FIELD BY TAPED MEASUREMENTS FROM EXISTING SITE FEATURES.
3. THIS PLAN SHOULD BE USED IN CONJUNCTION WITH THE ASSOCIATED S. W. COLE ENGINEERING, INC. GEOTECHNICAL REPORT.
4. THE PURPOSE OF THIS PLAN IS ONLY TO DEPICT THE LOCATION OF THE EXPLORATIONS IN RELATION TO THE EXISTING CONDITIONS AND PROPOSED CONSTRUCTION AND IS NOT TO BE USED FOR CONSTRUCTION.



WOODARD & CURRAN

EXPLORATION LOCATION PLAN

WASTEWATER TREATMENT FACILITY IMPROVEMENTS
 SURFSIDE WASTEWATER TREATMENT FACILITY
 SOUTH SHORE ROAD
 NANTUCKET, MASSACHUSETTS

Job No.: 16-0151
 Date: 05/24/2016

Scale: 1" = 50'
 Sheet: 1A



BORING LOG

BORING NO.: **B-1**
 SHEET: 1 OF 2
 PROJECT NO.: 16-0151
 DATE START: 5/3/2016
 DATE FINISH: 5/3/2016
 ELEVATION: ± 19 FT
 SWC REP.: E. BARON

PROJECT / CLIENT: SURFSIDE WASTEWATER TREATMENT FACILITY
 LOCATION: NANTUCKET, MASSACHUSETTS
 DRILLING CO.: GEOSARCH DRILLER: KENNY BYLUND

	TYPE	SIZE I.D.	HAMMER WT.	HAMMER FALL
CASING:	HW	4"	140 LB	30"
SAMPLER:	SS	1-3/8"	140 LB	30"
CORE BARREL:	-	-	-	-

WATER LEVEL INFORMATION
 WATER IN CASING AT 13.8 FEET
 AT END OF DRILLING

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
									4"	PAVEMENT
	1D	24"	24"	2.5'	19	18	10	9	1.5'	GRAY SAND AND GRAVEL, SOME SILT
										LAYER OF WOVEN GEOTEXTILE FABRIC BELOW SAND AND GRAVEL LAYER BROWN SAND SOME GRAVEL TRACE SILT BROWN GRAVELLY SAND TRACE SILT ~LOOSE~
	2D	24"	24"	6.0'	4	3	5	9		
									9.0'	
	3D	24"	16"	11.0'	3	4	5	5		
	4D	24"	2"	16.0'	2	3	2	2		BROWN MEDIUM TO COARSE SAND SOME GRAVEL TRACE SILT ~LOOSE~
	5D	24"	8"	21.0'	2	3	4	5		
	6D	24"	0"	26.0'	3	3	3	5		
									29.0'	
	7D	24"	8"	31.0'	3	3	3	3		GRAY MEDIUM TO COARSE SAND TRACE GRAVEL, TRACE SILT ~LOOSE~
	8D	24"	13"	36.0'	3	4	4	5		GRAY SAND TRACE SILT ~LOOSE~
	9D	24"	14"	41.0'	3	5	5	6		GRAY MEDIUM TO COARSE SAND SOME GRAVEL, TRACE SILT

SAMPLES: D = SPLIT SPOON
 C = 2" SHELBY TUBE
 S = 3" SHELBY TUBE
 U = 3.5" SHELBY TUBE

SOIL CLASSIFIED BY:
 DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(2)

BORING NO.: **B-1**



BORING LOG

BORING NO.: **B-2**
 SHEET: 1 OF 1
 PROJECT NO.: 16-0151
 DATE START: 5/3/2016
 DATE FINISH: 5/4/2016
 ELEVATION: ± 19 FT
 SWC REP.: E. BARON

PROJECT / CLIENT: SURFSIDE WASTEWATER TREATMENT FACILITY
 LOCATION: NANTUCKET, MASSACHUSETTS
 DRILLING CO.: GEOSARCH DRILLER: KENNY BYLUND

	TYPE	SIZE I.D.	HAMMER WT.	HAMMER FALL
CASING:	HW	4"	140 LB	30"
SAMPLER:	SS	1-3/8"	140 LB	30"
CORE BARREL:	-	-	-	-

WATER LEVEL INFORMATION
 WATER AT 14.1 FEET IN CASING OVERNIGHT

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	1D	24"	10"	2.0'	2	4	4	6	4"	TOPSOIL
	2D	24"	24"	6.0'	2	8	2	3	14.0'	BROWN SAND SOME GRAVEL SOME SILT 2" ASPHALT LAYER AT 4.6' (FILL) ~LOOSE~ BROWN SILTY SAND SOME GRAVEL (FILL) ~LOOSE~
	3D	24"	7"	11.0'	2	3	3	4		
	4D	24"	13"	16.0'	2	3	3	4	31.0'	GRAY MEDIUM TO COARSE SAND SOME GRAVEL SOME SILT ~LOOSE TO MEDIUM DENSE~
	5D	24"	15"	21.0'	5	6	5	7		
	6D	24"	5"	26.0'	5	6	8	10		
	7D	24"	8"	31.0'	1	1	2	2		BOTTOM OF EXPLORATION AT 31.0' BGS

SAMPLES:
 D = SPLIT SPOON
 C = 2" SHELBY TUBE
 S = 3" SHELBY TUBE
 U = 3.5" SHELBY TUBE

SOIL CLASSIFIED BY:
 DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

REMARKS:
 STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(4)

BORING NO.: **B-2**



BORING LOG

BORING NO.: **B-3**
 SHEET: 1 OF 1
 PROJECT NO.: 16-0151
 DATE START: 5/3/2016
 DATE FINISH: 5/3/2016
 ELEVATION: ± 17 FT
 SWC REP.: E. BARON

PROJECT / CLIENT: SURFSIDE WASTEWATER TREATMENT FACILITY
 LOCATION: NANTUCKET, MAASSACHUSETTS
 DRILLING CO.: GEOSEARCH DRILLER: KENNY BYLUND

	TYPE	SIZE I.D.	HAMMER WT.	HAMMER FALL
CASING:	HW	4"	140 LB	30"
SAMPLER:	SS	1-3/8"	140 LB	30"
CORE BARREL:	-	-	-	-

WATER LEVEL INFORMATION
 WATER AT 13.0 FEET IN CASING AT
 END OF DRILLING

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
										VACUUM EXCAVATION TO 7' BGS BY FACILITY DUE TO UTILITIES BROWN SAND SOME GRAVEL, TRACE SILT
	1D	24"	24"	9.0'	9	8	9	9	7.0'	BROWN MEDIUM TO COARSE SAND SOME GRAVEL TRACE SILT ~LOOSE~
	2D	24"	14"	11.0'	3	3	4	5		
	3D	24"	8"	16.0'	2	2	2	2		BOTTOM OF EXPLORATION AT 26.0' BGS
	4D	24"	7"	21.0'	4	4	5	6		
	5D	24"	9"	26.0'	2	3	3	4	26.0'	

SAMPLES: D = SPLIT SPOON C = 2" SHELBY TUBE S = 3" SHELBY TUBE U = 3.5" SHELBY TUBE	SOIL CLASSIFIED BY: <input type="checkbox"/> DRILLER - VISUALLY <input checked="" type="checkbox"/> SOIL TECH. - VISUALLY <input type="checkbox"/> LABORATORY TEST	REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">5</div>
			BORING NO.: B-3



KEY TO THE NOTES & SYMBOLS

Test Boring and Test Pit Explorations

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

Key to Symbols Used:

w	-	water content, percent (dry weight basis)
q _u	-	unconfined compressive strength, kips/sq. ft. - based on laboratory unconfined compressive test
S _v	-	field vane shear strength, kips/sq. ft.
L _v	-	lab vane shear strength, kips/sq. ft.
q _p	-	unconfined compressive strength, kips/sq. ft. based on pocket penetrometer test
O	-	organic content, percent (dry weight basis)
W _L	-	liquid limit - Atterberg test
W _P	-	plastic limit - Atterberg test
WOH	-	advance by weight of hammer
WOM	-	advance by weight of man
WOR	-	advance by weight of rods
HYD	-	advance by force of hydraulic piston on drill
RQD	-	Rock Quality Designator - an index of the quality of a rock mass. RQD is computed from recovered core samples.
γ _T	-	total soil weight
γ _B	-	buoyant soil weight

Description of Proportions:

0 to 5% TRACE
5 to 12% SOME
12 to 35% "Y"
35+% AND

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

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

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



Report of Gradation

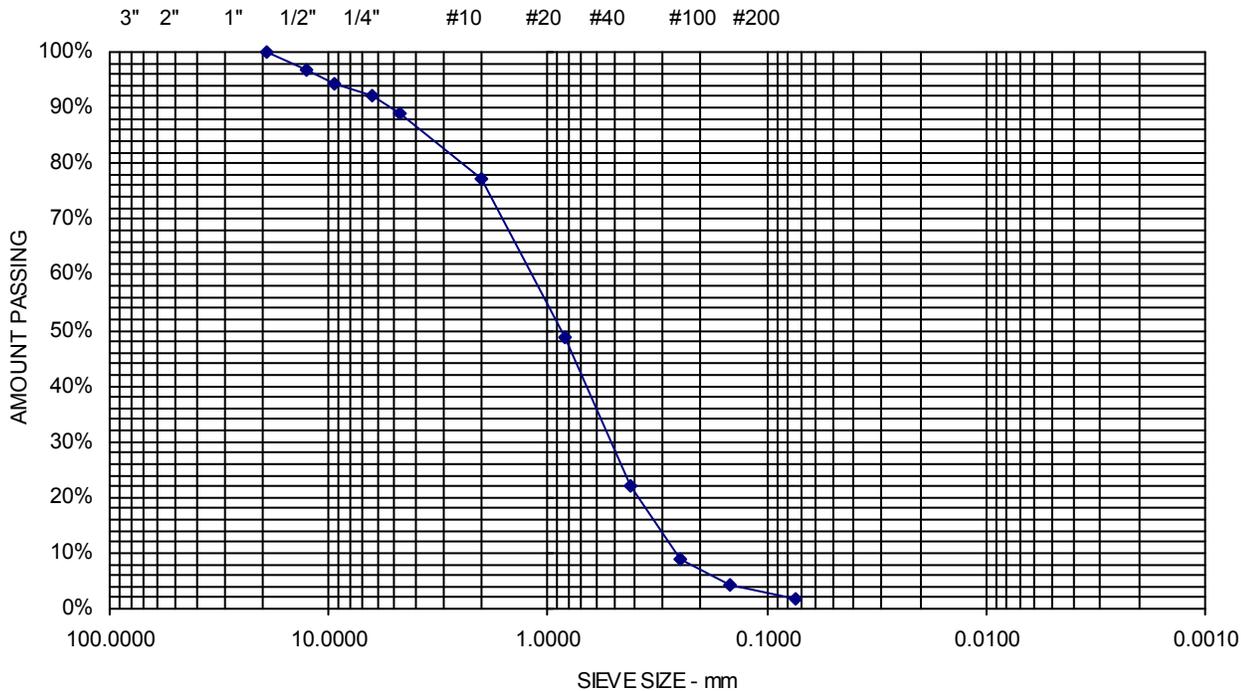
ASTM C-117 & C-136

Project Name NANTUCKET MA - SURFSIDE WWTF - GEOTECHNICAL
ENGINEERING SERVICES
Client WOODARD & CURRAN, INC.
Exploration **B-1**
Material Source **2D, 4-6'**

Project Number 16-0151
Lab ID 14580S
Date Received 5/9/2016
Date Completed 5/10/2016
Tested By BRADLEY GERSCHWILER

<u>STANDARD DESIGNATION (mm/μm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	
19.0 mm	3/4"	100	
12.5 mm	1/2"	97	
9.5 mm	3/8"	94	
6.3 mm	1/4"	92	
4.75 mm	No. 4	89	11% Gravel
2.00 mm	No. 10	77	
850 μm	No. 20	49	
425 μm	No. 40	22	87.2% Sand
250 μm	No. 60	9	
150 μm	No. 100	4	
75 μm	No. 200	1.8	1.8% Fines

GRAVELLY SAND TRACE SILT



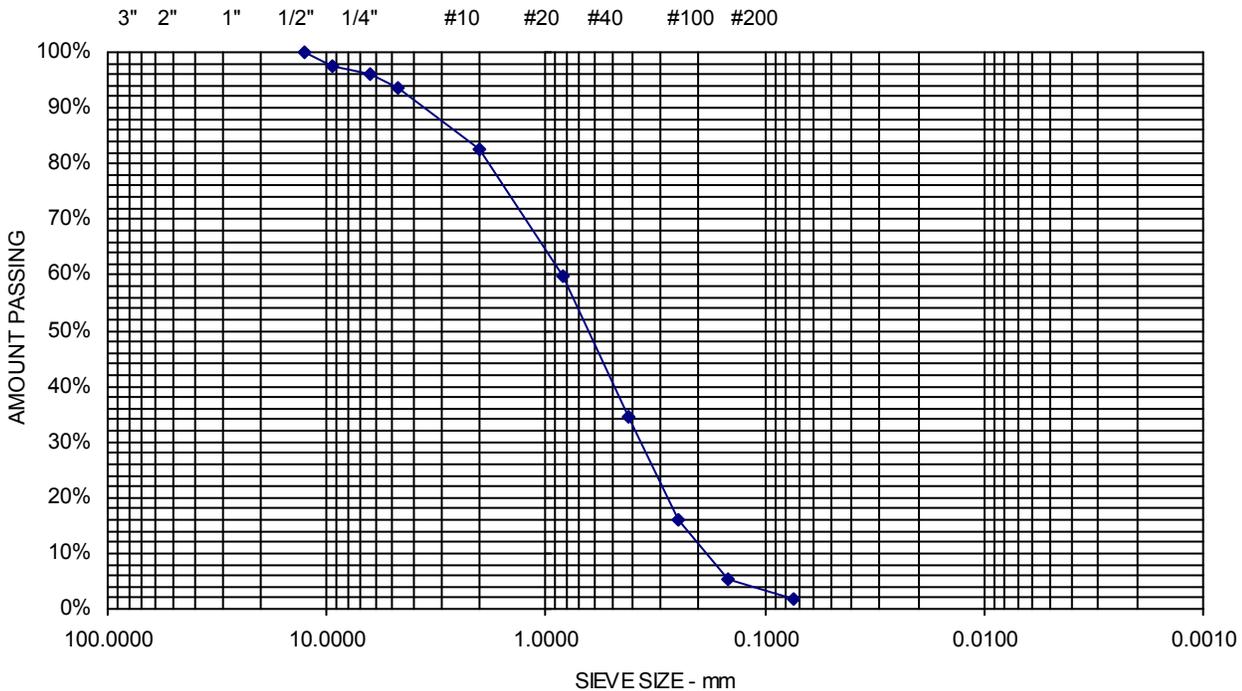
Comments:

Project Name NANTUCKET MA - SURFSIDE WWTF - GEOTECHNICAL
ENGINEERING SERVICES
Client WOODARD & CURRAN, INC.
Exploration **B-1**
Material Source **3D, 9-11'**

Project Number 16-0151
Lab ID 14581S
Date Received 5/9/2016
Date Completed 5/10/2016
Tested By BRADLEY GERSCHWILER

<u>STANDARD DESIGNATION (mm/μm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	
12.5 mm	1/2"	100	
9.5 mm	3/8"	97	
6.3 mm	1/4"	96	
4.75 mm	No. 4	94	6.4% Gravel
2.00 mm	No. 10	83	
850 μm	No. 20	60	
425 μm	No. 40	35	91.7% Sand
250 μm	No. 60	16	
150 μm	No. 100	5	
75 μm	No. 200	1.8	1.8% Fines

SAND SOME GRAVEL TRACE SILT



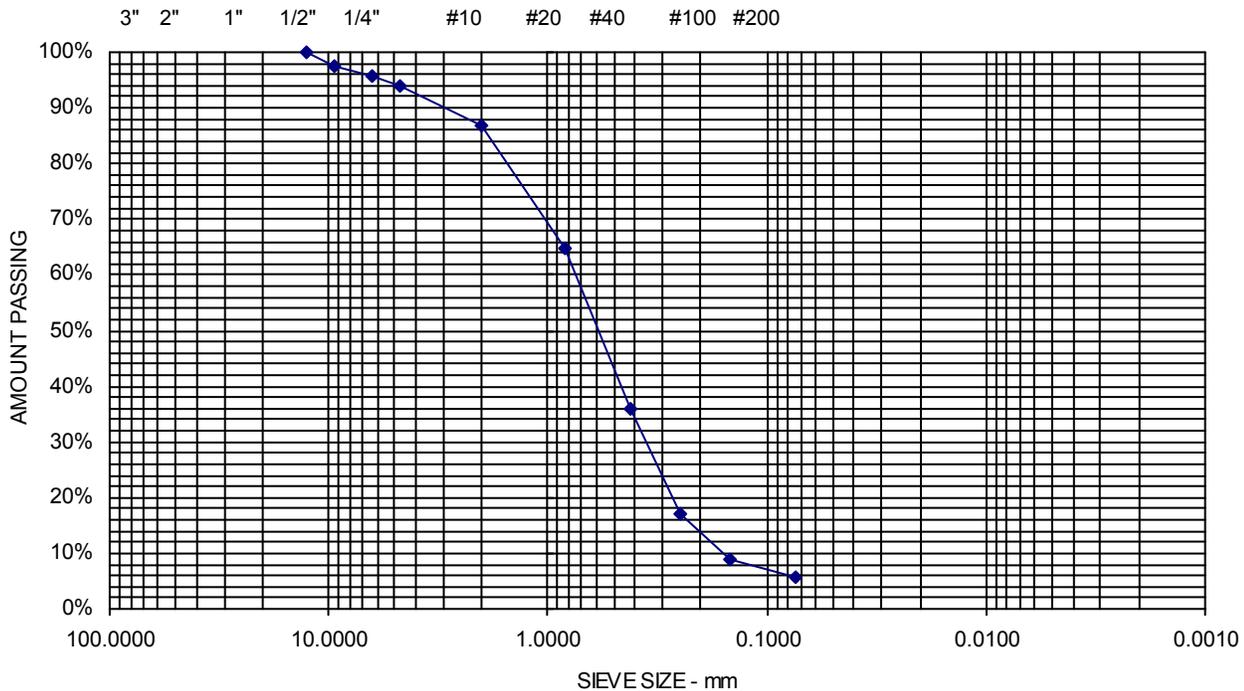
Comments:

Project Name NANTUCKET MA - SURFSIDE WWTF - GEOTECHNICAL
ENGINEERING SERVICES
Client WOODARD & CURRAN, INC.
Exploration **B-2**
Material Source **2D, 4-6'**

Project Number 16-0151
Lab ID 14582S
Date Received 5/9/2016
Date Completed 5/10/2016
Tested By BRADLEY GERSCHWILER

<u>STANDARD DESIGNATION (mm/μm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	
12.5 mm	1/2"	100	
9.5 mm	3/8"	97	
6.3 mm	1/4"	96	
4.75 mm	No. 4	94	5.9% Gravel
2.00 mm	No. 10	87	
850 μm	No. 20	65	
425 μm	No. 40	36	88.3% Sand
250 μm	No. 60	17	
150 μm	No. 100	9	
75 μm	No. 200	5.8	5.8% Fines

SAND SOME GRAVEL SOME SILT



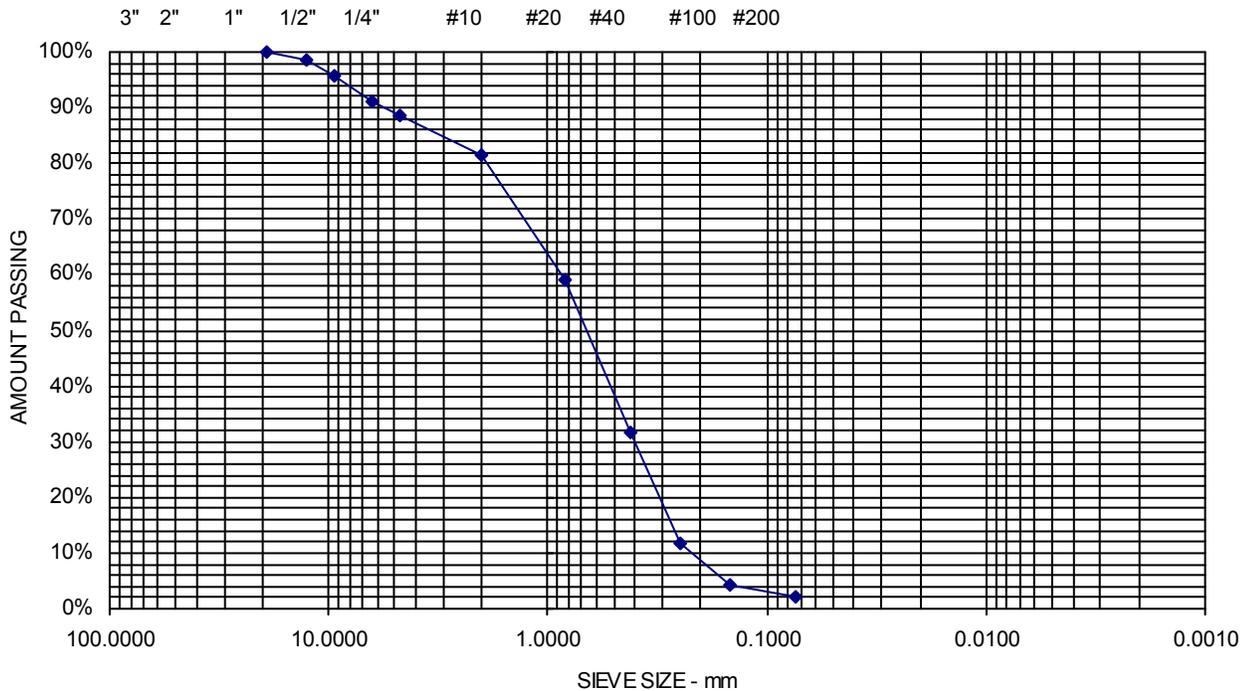
Comments:

Project Name NANTUCKET MA - SURFSIDE WWTF - GEOTECHNICAL
ENGINEERING SERVICES
Client WOODARD & CURRAN, INC.
Exploration **B-3**
Material Source **1D, 7-9'**

Project Number 16-0151
Lab ID 14583S
Date Received 5/9/2016
Date Completed 5/10/2016
Tested By BRADLEY GERSCHWILER

<u>STANDARD DESIGNATION (mm/μm)</u>	<u>SIEVE SIZE</u>	<u>AMOUNT PASSING (%)</u>	
19.0 mm	3/4"	100	
12.5 mm	1/2"	98	
9.5 mm	3/8"	96	
6.3 mm	1/4"	91	
4.75 mm	No. 4	89	11.3% Gravel
2.00 mm	No. 10	82	
850 μm	No. 20	59	
425 μm	No. 40	32	86.5% Sand
250 μm	No. 60	12	
150 μm	No. 100	4	
75 μm	No. 200	2.2	2.2% Fines

GRAVELLY SAND TRACE SILT



Comments:

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SECTION 00 41 02

FORM FOR GENERAL BID

To the Awarding Authority:

- A. The Undersigned proposes to furnish all labor and materials required for the **Surfside Wastewater Treatment Facility Upgrades** and corresponds with **CWSRF No. 4034**, in accordance with the accompanying Plans and Specifications prepared by Woodard & Curran, for the Total Contract Price written below, subject to additions and deductions according to the terms of the Contract Documents.

Method of Award: Contract award shall be made to the responsive, responsible, and eligible Bidder, offering the lowest price for the total base Bid (Total of Items 1 and 2A-2F) plus Alternate 1, 2, 3 and 4 as described herein:

The alternate bids (Alternate 1, Alternate 2, Alternate 3 and Alternate 4) may become part of the Contract solely at the discretion of the Owner. If the bid alternates are not included in the Contract, Contract award shall be made to the lowest eligible and responsible bidder based on the Total Base Price (total of Items 1 and 2A-2F). If the Alternate 1 is included in the Contract, Contract award shall be made to the lowest eligible and responsible bidder based on the sum of the Total Base Price plus the Total Alternate 1 Price (total of Items 1, 2A-2F, and Alternate 1). If Alternate 2 is included in the Contract, Contract award shall be made to the lowest eligible and responsible bidder based on the sum of the Total Base Price plus the Total Alternate 1 Price plus the Total Alternate 2 Price (total of Items 1, 2A-2F, Alternate 1, and Alternate 2). If Alternate 3 is included in the Contract, Contract award shall be made to the lowest eligible and responsible bidder based on the sum of the Total Base Price plus the Total Alternate 1 price plus the Total Alternate 2 price plus the Total Alternate 3 price (total of Items 1, 2A-2F, Alternate 1, Alternate 2, and Alternate 3). If Alternate 4 is included in the Contract, Contract award shall be made to the lowest eligible and responsible bidder based on the sum of the Total Base Price plus the Total Alternate 1 price plus the Total Alternate 2 price plus the Total Alternate 3 price plus the Total Alternate 4 price (Total of Items 1, 2A-2F, Alternate 1, Alternate 2, Alternate 3 and Alternate 4. If bid alternates are included, Alternate 1 shall be included before Alternate 2, Alternate 1 and 2 shall be included before Alternate 3, and Alternate 1, 2, and 3 shall be included before Alternate 4.

- B. This Bid includes Addenda numbered: _____

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

TOTAL BASE PRICE FOR ITEMS 1 AND 2A-2F
(excluding Alternate 1, 2, 3 & 4)

\$ _____
(in figures)

_____ Dollars and
(in words)

_____ Cents
(in words)

Alternate No 1 – Headworks Building & Equipment. Alternate 1 generally consists of the construction of a new headworks building over the existing concrete structure, installation of an odor control system, modifications to the surrounding site and grading, modifications of existing and installation of new process piping and appurtenances, and upgrades to the electrical and controls associated with all headworks equipment.

Total lump sum price for Work shown on Drawing CD-001, C-003, C-004, A-001, A-101, A-102, A-103, SD-101, S-101, S-102, S-103, S-104, S-105, PR-201, M-101, H-101, E-002, ED-051, E-051, E-054, ED-101, E-101, E-102, E-601, I-001, I-101, I-102, I-103, I-104, I-105, I-106, I-107, I-108, and all applicable details (-800 series drawings), **ADD:**

\$ _____
(in figures)

_____ Dollars and _____ Cents
(in words) (in words)

Alternate No 2 – Polymer Feed System Upgrade and associated piping. Alternate 2 generally consists of the demolition of the existing polymer feed system located in the Solids Handling Building, including existing tanks, pumps, chemical piping, plant water piping, additional mechanical appurtenances, and associated electrical and controls components; and installation of three new chemical feed systems, chemical and plant water piping, and associated electrical and controls components.

Total lump sum price for Work shown on Drawing MD-401, M-401, E-401, E-601, I-304, I-401, and all applicable details (-800 series drawings), **ADD:**

\$ _____
(in figures)

_____ Dollars and _____ Cents
(in words) (in words)

Alternate No 3 – Rotary Press Feed Pump #4 and associated piping. Alternate 3 generally consists of installation of a double-disc pump and in-line grinder, valves, piping, and associated electrical and controls components.

Total lump sum price for Work shown on Drawing M-301, E-301, E-601, E-701, I-301, I-302, I-303, and all applicable details (-800 series drawings), **ADD:**

\$ _____
(in figures)

_____ Dollars and _____ Cents
(in words) (in words)

Alternate No 4 – Gravity Thickener FRP Covers. Alternate 4 generally consists of DEDUCTION of the aluminum diamond plate covers and hatches surrounding the new gravity thickeners, distribution box, and scum well, and railing surrounding the circumference of each gravity thickener; and the ADDITION of the FRP covers and hatches surrounding and on top of the gravity thickeners, distribution box, and scum well, specialty H₂S tank lining for the gravity thickeners, distribution box, and scum well, and the associated odor control ductwork.

Total lump sum price for Work shown on Drawing S-304, S-305, S-306, and all applicable details (-800 series drawings), **DEDUCT:**

\$ _____
(in figures)

_____ Dollars and _____ Cents
(in words) (in words)

Total lump sum price for Work shown on Drawing S-306, S-307, M-312, H-301, **ADD:**

\$ _____
(in figures)

_____ Dollars and _____ Cents
(in words) (in words)

D. The subdivision of the proposed Contract Price is as follows (excluding sales and use tax):

**Item 1 – Work of the General Contractor
(being all Work other than that covered in Item 2) and excluding Alternate 1, 2, 3 & 4**

GENERAL CONTRACTOR Work for Surfside WWTF Upgrades

\$ _____

The subdivision of the proposed Alternates are as follows (excluding sales and use tax).

**Alternate 1 – Work of the General Contractor
(being all Work other than that covered in sub-Bid Items 2a-2f and excluding Alternate 2, 3 & 4):**

GENERAL CONTRACTOR Work for Alternate 1

\$ _____

**Alternate 2 – Work of the General Contractor
(being all Work other than that covered in sub-Bid Items 2a-2f and excluding Alternate 1, 3 & 4):**

GENERAL CONTRACTOR Work for Alternate 2

\$ _____

**Alternate 3 – Work of the General Contractor
 (being all Work other than that covered in sub-Bid Items 2a-2f and excluding Alternate 1, 2 & 4):**

GENERAL CONTRACTOR Work for Alternate 3

\$ _____

**Alternate 4 – Work of the General Contractor
 (being all Work other than that covered in sub-Bid Items 2a-2f and excluding Alternate 1, 2 & 3):**

GENERAL CONTRACTOR Work for Alternate 4

\$ _____

Item 2 – Sub-bids as follows:

Sub-trade	Name of Sub-Bidder	Lump Sum Amount		Bonds required (Yes or No)
			\$	
Item 2a: Roofing and Flashing		Base Price	\$	
		Alternate 1	\$	

Sub-trade	Name of Sub-Bidder	Lump Sum Amount		Bonds required (Yes or No)
			\$	
Item 2b: Miscellaneous Metals		Base Price	\$	
		Alternate No. 1	\$	
		Alternate No.2	\$	
		Alternate No. 3	\$	
		Alternate No. 4	\$	

Sub-trade	Name of Sub-Bidder	Lump Sum Amount		Bonds required (Yes or No)
Item 2c: Painting		Base Price	\$	
		Alternate No. 1	\$	
		Alternate No.2	\$	
		Alternate No. 3	\$	

Sub-trade	Name of Sub-Bidder	Lump Sum Amount		Bonds required (Yes or No)
Item 2d: HVAC		Base Price	\$	
		Alternate No. 1	\$	
		Alternate No. 4	\$	

Sub-trade	Name of Sub-Bidder	Lump Sum Amount		Bonds required (Yes or No)
Item 2e: Electrical		Base Price	\$	
		Alternate No. 1	\$	
		Alternate No.2	\$	
		Alternate No. 3	\$	

Sub-trade	Name of Sub-Bidder	Lump Sum Amount		Bonds required (Yes or No)
Item 2f: Masonry		Base Price	\$	
		Alternate No. 1	\$	

The Undersigned agrees that each of the above named Sub-Bidders will be used for the Work indicated at the amount stated, unless a substitution is made. The Undersigned further agrees to pay the premiums for the performance and payment bonds furnished by Sub-Bidders as

requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this Bid.

The Undersigned agrees that if selected as general Contractor, Undersigned will promptly confer with the Awarding Authority on the question of Sub-Bidders; and that the Awarding Authority may substitute for any sub-Bid listed above, a sub-Bid filed with the Awarding Authority by another Sub-Bidder for the sub-trade against whose standing and ability the Undersigned makes no objection; and that the Undersigned will use all such finally selected Sub-Bidders at the amounts named in their respective Sub-Bids and be in every way as responsible for them and their Work as if they had been originally named in this General Bid, the total Contract Price being adjusted to conform thereto.

- E. The Undersigned agrees that, if selected as general Contractor, Undersigned will within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and the Contract Documents and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of the Contract Price, the premiums for which are to be paid by the general Contractor and are included in the Contract Price; provided however that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44A.

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

This Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name *(typed or printed)*: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR GENERAL BID

- 1.01 The undersigned General Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned General Bidder proposes and agrees, if its general Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the general Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 General Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to General Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the general Bid as acknowledged in the General Bid Submittal Checklist.
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93 General Bid Submittal Checklist
 - 00 45 05 General Bidder's Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Prime/General Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 55 DCAMM Prime/General Contractor Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program

1.05 Communications concerning the general Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No. _____

Facsimile No. _____

Email _____

SUBMITTED ON:
By: _____ <i>Authorized person per Form for General Bid</i>

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Prime/General Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Prime/General Bids Only

- CERTIFICATION PERIOD:** This Certificate is valid from 1/1/2011 to 1/1/2012
- CONTRACTOR'S NAME:** Sample Contractor
- CONTRACTOR'S ADDRESS:** 123 Main Street Anytown, MA 01234
- WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Alarm Systems | <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Historical Masonry | <input checked="" type="checkbox"/> Painting |
| <input checked="" type="checkbox"/> Asbestos Removal | <input checked="" type="checkbox"/> Energy Management Systems | <input checked="" type="checkbox"/> Historical Painting | <input checked="" type="checkbox"/> Plumbing |
| <input checked="" type="checkbox"/> Deleading | <input checked="" type="checkbox"/> Exterior Siding | <input checked="" type="checkbox"/> Historical Roofing | <input checked="" type="checkbox"/> Pumping Stations |
| <input checked="" type="checkbox"/> Demolition | <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Roofing |
| <input checked="" type="checkbox"/> Doors & Windows | <input checked="" type="checkbox"/> Floor Covering | <input checked="" type="checkbox"/> Masonry | <input checked="" type="checkbox"/> Sewage & Water Treatment Plants |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> General Building Construction | <input checked="" type="checkbox"/> Mechanical Systems | <input checked="" type="checkbox"/> Telecommunication Systems |
| <input checked="" type="checkbox"/> Electronic Security Systems | <input checked="" type="checkbox"/> Historical Building Restoration | <input checked="" type="checkbox"/> Modular Construction/Prefab | <input checked="" type="checkbox"/> Waterproofing |

- EVALUATIONS:**

Number of Projects Evaluated: 12
Average Project Evaluation Rating: 92
Number of Projects Below Passing Score: 0
- PROJECT LIMITS:**

Single Project Limit (SPL): \$2,500,000.00
Aggregate Work Limit (AWL): \$5,000,000.00
General Building Construction Limit: N/A
- SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

Taran Grigsby, General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

SECTION 00 41 03.01

FORM FOR SUB-BID – ROOFING AND FLASHING (ITEM 2A)

To all General Bidders Except those Excluded:

- A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 and in any Plans specified in such section of the Specifications and according to the terms of the Contract Documents prepared by Woodard & Curran for the Surfside Wastewater Treatment Facility Upgrades, and corresponds with CWSRF No. 4034, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2A LUMP SUM PRICE: \$ _____
 (excluding Alternate 1) *(in figures)*
 _____ Dollars and
(in words)
 _____ Cents
(in words)

The subdivision of the proposed Alternates are as follows (excluding sales and use tax).

Alternate 1 – Work of the Sub-Contractor
(being all Work other than that covered in sub-Bid Item 2A base price):

SUB CONTRACTOR Work for Alternate 1

\$ _____

- B. This sub-Bid includes Addenda numbered: _____

- C. This sub-Bid

may be used by any General Bidder except:

may only be used by the following General Bidders:

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

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

Name	Class of Work	Bid Price

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

- F. The Undersigned agrees that the above list of bids to the Undersigned represents bona fide bids based on the hereinbefore described Plans, Specifications and Addenda and that, if the Undersigned is awarded the subcontract, they will be used for the Work indicated at the amounts stated, if satisfactory to the Awarding Authority.
- G. The Undersigned further agrees to be bound to the general Contractor by the terms of the hereinbefore described Plans, Specifications, including the Contract Documents, and Addenda, and to assume toward the general Contractor all the obligations and responsibilities that general Contractor, by those documents, assumes toward the Awarding Authority.

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

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

Building/Project	Architect/Engineer	General Contractor	Amount of Contract

4. Bank Reference _____

I. The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

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

This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name (typed or printed): _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR SUB-BID

- 1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Sub-Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total subcontract price) set forth in the Standard General and Supplementary Conditions and Additional Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the sub-Bid as acknowledged in the Sub-Bid Submittal Checklist:
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93.01 Sub-Bid Submittal Checklist
 - 00 45 05.01 Sub-Bidder’s Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
- 1.05 Communications concerning the sub-Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No.

Facsimile No.

Email

SUBMITTED ON:

By:

Authorized person per Form for Sub-Bid

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Filed Sub-Bid
Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Filed Sub-Bids Only

- 1. CERTIFICATION PERIOD: This Certificate is valid from 1/1/2011 to 1/2/2012
- 2. CONTRACTOR'S NAME: Test Screen --Do Not Type Over
- 3. CONTRACTOR'S ADDRESS: 123 Main Street Anytown, MA 01950
- 4. WORK CATEGORIES: This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Acoustical Tile | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Miscellaneous & Ornamental Iron | <input checked="" type="checkbox"/> Terrazzo |
| <input checked="" type="checkbox"/> Electrical Work | <input checked="" type="checkbox"/> Lathing & Plastering | <input checked="" type="checkbox"/> Painting | <input checked="" type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Marble | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Waterproofing, Damp proofing, and Caulking |
| <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> Masonry Work | <input checked="" type="checkbox"/> Resilient Floors | |
| <input checked="" type="checkbox"/> Glass and Glazing | <input checked="" type="checkbox"/> Metal Windows | <input checked="" type="checkbox"/> Roofing & Flashing | |

- 5. EVALUATIONS:

Number of Projects Evaluated:	15
Average Project Evaluation Rating:	85
Number of Projects Below Passing Score:	2

- 6. SUPPLIER DIVERSITY OFFICE CERTIFICATION: Minority Owned Business Enterprise

Freya S. Bernstein, Deputy General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

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SECTION 00 41 03.02

FORM FOR SUB-BID – MISCELLANEOUS METALS (ITEM 2B)

To all General Bidders Except those Excluded:

- A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 and in any Plans specified in such section of the Specifications and according to the terms of the Contract Documents prepared by Woodard & Curran for the Surfside Wastewater Treatment Facility Upgrades, and corresponds with CWSRF No. 4034, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2B LUMP SUM BASE PRICE

(excluding Alternate 1, 2, 3 and 4):

\$ _____

(in figures)

_____ Dollars and

(in words)

_____ Cents

(in words)

The subdivision of the proposed Alternates are as follows (excluding sales and use tax).

Alternate 1 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Item 2B base price and excluding Alternate 2, 3 and 4):

SUB CONTRACTOR Work for Alternate 1

\$ _____

Alternate 2 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Items 2B base price and excluding Alternate 1, 3 and 4):

SUB CONTRACTOR Work for Alternate 2

\$ _____

Alternate 3 – Work of the Sub-Contractor
(being all Work other than that covered in sub-Bid Item 2B base price and excluding Alternate 1, 2 and 4):

SUB CONTRACTOR Work for Alternate 3

\$ _____

Alternate 4 – Work of the Sub-Contractor
(being all Work other than that covered in sub-Bid Items 2B base price and excluding Alternate 1, 2 and 3):

SUB CONTRACTOR Work for Alternate 4

\$ _____

B. This sub-Bid includes Addenda numbered: _____

C. This sub-Bid

may be used by any General Bidder except:

may only be used by the following General Bidders:

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

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

Name	Class of Work	Bid Price

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

- F. The Undersigned agrees that the above list of bids to the Undersigned represents bona fide bids based on the hereinbefore described Plans, Specifications and Addenda and that, if the Undersigned is awarded the subcontract, they will be used for the Work indicated at the amounts stated, if satisfactory to the Awarding Authority.
- G. The Undersigned further agrees to be bound to the general Contractor by the terms of the hereinbefore described Plans, Specifications, including the Contract Documents, and Addenda, and to assume toward the general Contractor all the obligations and responsibilities that general Contractor, by those documents, assumes toward the Awarding Authority.

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

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

Building/Project	Architect/Engineer	General Contractor	Amount of Contract

4. Bank Reference _____

I. The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

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

This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name (typed or printed): _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR SUB-BID

- 1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Sub-Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total subcontract price) set forth in the Standard General and Supplementary Conditions and Additional Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the sub-Bid as acknowledged in the Sub-Bid Submittal Checklist:
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93.01 Sub-Bid Submittal Checklist
 - 00 45 05.01 Sub-Bidder’s Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
- 1.05 Communications concerning the sub-Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No.

Facsimile No.

Email

SUBMITTED ON:

By:

Authorized person per Form for Sub-Bid

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Filed Sub-Bid
Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Filed Sub-Bids Only

- CERTIFICATION PERIOD:** This Certificate is valid from 1/1/2011 to 1/2/2012
- CONTRACTOR'S NAME:** Test Screen --Do Not Type Over
- CONTRACTOR'S ADDRESS:** 123 Main Street Anytown, MA 01950
- WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Acoustical Tile | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Miscellaneous & Ornamental Iron | <input checked="" type="checkbox"/> Terrazzo |
| <input checked="" type="checkbox"/> Electrical Work | <input checked="" type="checkbox"/> Lathing & Plastering | <input checked="" type="checkbox"/> Painting | <input checked="" type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Marble | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Waterproofing, Damp proofing, and Caulking |
| <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> Masonry Work | <input checked="" type="checkbox"/> Resilient Floors | |
| <input checked="" type="checkbox"/> Glass and Glazing | <input checked="" type="checkbox"/> Metal Windows | <input checked="" type="checkbox"/> Roofing & Flashing | |

- EVALUATIONS:**

Number of Projects Evaluated:	15
Average Project Evaluation Rating:	85
Number of Projects Below Passing Score:	2

- SUPPLIER DIVERSITY OFFICE CERTIFICATION:** Minority Owned Business Enterprise

Freya S. Bernstein, Deputy General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

SECTION 00 41 03.03

FORM FOR SUB-BID – PAINTING (ITEM 2C)

To all General Bidders Except those Excluded:

- A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 and in any Plans specified in such section of the Specifications and according to the terms of the Contract Documents prepared by Woodard & Curran for the Surfside Wastewater Treatment Facility Upgrades, and corresponds with CWSRF No. 4034, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2C LUMP SUM BASE PRICE

(excluding Alternate 1, 2 & 3): \$ _____
(in figures)

_____ Dollars and
(in words)

_____ Cents
(in words)

The subdivision of the proposed Alternates are as follows (excluding sales and use tax).

Alternate 1 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Item 2C base price and excluding Alternate 2 and 3):

SUB CONTRACTOR Work for Alternate 1

\$ _____

Alternate 2 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Items 2C base price and excluding Alternate 1 and 3):

SUB CONTRACTOR Work for Alternate 2

\$ _____

Alternate 3 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Items 2C base price and excluding Alternate 1 and 2):

SUB CONTRACTOR Work for Alternate 3

\$ _____

B. This sub-Bid includes Addenda numbered: _____

C. This sub-Bid

may be used by any General Bidder except:

may only be used by the following General Bidders:

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

D. The Undersigned agrees that, if it is selected as a Sub-Bidder, Undersigned will, within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the general Contractor, execute with such general Contractor a subcontract in accordance with the terms of this sub-Bid, and contingent upon the execution of the Contract; and, if requested so to do in the sub-Bid by the General Bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to MGL Chapter 149 Section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, in the full sum of the subcontract price.

E. The names of all persons, firms and corporations furnishing to the Undersigned labor or labor and materials for the class or classes or part thereof of Work for which the provisions of the section(s) of the Specifications for this sub-trade require a listing in this paragraph, including the Undersigned if customarily furnished by persons Undersigned's own payroll, and in the absence of a contrary provision in the Specifications, the name of each such class of Work or part thereto and the bid price for such class of Work or part thereof are:

Name	Class of Work	Bid Price

--	--	--

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

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

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

- H. The Undersigned offers the following information as evidence of the Sub-Bidder's qualifications to perform the Work as bid upon according to all the requirements of the Plans and Specifications.
 - 1. Have been in business under present business name _____ years.
 - 2. Ever failed to complete any work awarded? _____
 - 3. List one or more recent buildings/projects with names of the general contractor and architect/engineer on which you served as a subcontractor for work of similar character as required for the above-named building/Project.

Building/Project	Architect/Engineer	General Contractor	Amount of Contract

4. Bank Reference _____

- I. The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

The Undersigned further certifies under the penalties of perjury that this Sub-Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in

this subsection, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The Undersigned further certifies under penalty of perjury that the said Undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or Regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name (typed or printed): _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR SUB-BID

- 1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Sub-Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total subcontract price) set forth in the Standard General and Supplementary Conditions and Additional Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the sub-Bid as acknowledged in the Sub-Bid Submittal Checklist:
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93.01 Sub-Bid Submittal Checklist
 - 00 45 05.01 Sub-Bidder’s Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
- 1.05 Communications concerning the sub-Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No.	_____
Facsimile No.	_____
Email	_____

SUBMITTED ON:
By: _____ <i>Authorized person per Form for Sub-Bid</i>

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Filed Sub-Bid Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Filed Sub-Bids Only

- CERTIFICATION PERIOD:** This Certificate is valid from 1/1/2011 to 1/2/2012
- CONTRACTOR'S NAME:** Test Screen --Do Not Type Over
- CONTRACTOR'S ADDRESS:** 123 Main Street Anytown, MA 01950
- WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Acoustical Tile | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Miscellaneous & Ornamental Iron | <input checked="" type="checkbox"/> Terrazzo |
| <input checked="" type="checkbox"/> Electrical Work | <input checked="" type="checkbox"/> Lathing & Plastering | <input checked="" type="checkbox"/> Painting | <input checked="" type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Marble | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Waterproofing, Damp proofing, and Caulking |
| <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> Masonry Work | <input checked="" type="checkbox"/> Resilient Floors | |
| <input checked="" type="checkbox"/> Glass and Glazing | <input checked="" type="checkbox"/> Metal Windows | <input checked="" type="checkbox"/> Roofing & Flashing | |

- EVALUATIONS:**

Number of Projects Evaluated:	15
Average Project Evaluation Rating:	85
Number of Projects Below Passing Score:	2

- SUPPLIER DIVERSITY OFFICE CERTIFICATION:** Minority Owned Business Enterprise

Freya S. Bernstein, Deputy General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

SECTION 00 41 03.04

FORM FOR SUB-BID – HVAC (ITEM 2D)

To all General Bidders Except those Excluded:

A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 and in any Plans specified in such section of the Specifications and according to the terms of the Contract Documents prepared by Woodard & Curran for the Surfside Wastewater Treatment Facility Upgrades, and corresponds with CWSRF No. 4034, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2D LUMP SUM PRICE
(excluding Alternate 1 & 4): \$ _____
(in figures)
_____ Dollars and
(in words)
_____ Cents
(in words)

Alternate 1 – Work of the Sub-Contractor
(being all Work other than that covered in sub-Bid Item 2D base price and excluding Alternate 4):

SUB CONTRACTOR Work for Alternate 1

\$ _____

Alternate 4 – Work of the Sub-Contractor
(being all Work other than that covered in sub-Bid Items 2D base price and excluding Alternate 1):

SUB CONTRACTOR Work for Alternate 4

\$ _____

B. This sub-Bid includes Addenda numbered: _____

C. This sub-Bid

may be used by any General Bidder except:

- may only be used by the following General Bidders:

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

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

Name	Class of Work	Bid Price

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

- F. The Undersigned agrees that the above list of bids to the Undersigned represents bona fide bids based on the hereinbefore described Plans, Specifications and Addenda and that, if the Undersigned is awarded the subcontract, they will be used for the Work indicated at the amounts stated, if satisfactory to the Awarding Authority.
- G. The Undersigned further agrees to be bound to the general Contractor by the terms of the hereinbefore described Plans, Specifications, including the Contract Documents, and Addenda,

and to assume toward the general Contractor all the obligations and responsibilities that general Contractor, by those documents, assumes toward the Awarding Authority.

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

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

Building/Project	Architect/Engineer	General Contractor	Amount of Contract

4. Bank Reference _____

I. The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

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

This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name *(typed or printed)*: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR SUB-BID

- 1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Sub-Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total subcontract price) set forth in the Standard General and Supplementary Conditions and Additional Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the sub-Bid as acknowledged in the Sub-Bid Submittal Checklist:
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93.01 Sub-Bid Submittal Checklist
 - 00 45 05.01 Sub-Bidder’s Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
- 1.05 Communications concerning the sub-Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No.	_____
Facsimile No.	_____
Email	_____

SUBMITTED ON:
By: _____ <i>Authorized person per Form for Sub-Bid</i>

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Filed Sub-Bid Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Filed Sub-Bids Only

1. **CERTIFICATION PERIOD:** This Certificate is valid from 1/1/2011 to 1/2/2012
2. **CONTRACTOR'S NAME:** Test Screen --Do Not Type Over
3. **CONTRACTOR'S ADDRESS:** 123 Main Street Anytown, MA 01950
4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Acoustical Tile | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Miscellaneous & Ornamental Iron | <input checked="" type="checkbox"/> Terrazzo |
| <input checked="" type="checkbox"/> Electrical Work | <input checked="" type="checkbox"/> Lathing & Plastering | <input checked="" type="checkbox"/> Painting | <input checked="" type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Marble | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Waterproofing, Damp proofing, and Caulking |
| <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> Masonry Work | <input checked="" type="checkbox"/> Resilient Floors | |
| <input checked="" type="checkbox"/> Glass and Glazing | <input checked="" type="checkbox"/> Metal Windows | <input checked="" type="checkbox"/> Roofing & Flashing | |

5. **EVALUATIONS:**

Number of Projects Evaluated:	15
Average Project Evaluation Rating:	85
Number of Projects Below Passing Score:	2

6. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** Minority Owned Business Enterprise

Freya S. Bernstein, Deputy General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

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SECTION 00 41 03.05

FORM FOR SUB-BID – ELECTRICAL (ITEM 2E)

To all General Bidders Except those Excluded:

- A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 and in any Plans specified in such section of the Specifications and according to the terms of the Contract Documents prepared by Woodard & Curran for the Surfside Wastewater Treatment Facility Upgrades, and corresponds with CWSRF No. 4034, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2E LUMP SUM PRICE

(excluding Alternate 1, 2 & 3):

\$ _____

(in figures)

_____ Dollars and

(in words)

_____ Cents

(in words)

The subdivision of the proposed Alternates are as follows (excluding sales and use tax).

Alternate 1 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Item 2E base price and excluding Alternate 2 & 3):

SUB CONTRACTOR Work for Alternate 1

\$ _____

Alternate 2 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Items 2E base price and excluding Alternate 1 & 3):

SUB CONTRACTOR Work for Alternate 2

\$ _____

Alternate 3 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Items 2E base price and excluding Alternate 1 & 2):

SUB CONTRACTOR Work for Alternate 3

\$ _____

B. This sub-Bid includes Addenda numbered: _____

C. This sub-Bid

may be used by any General Bidder except:

may only be used by the following General Bidders:

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

D. The Undersigned agrees that, if it is selected as a Sub-Bidder, Undersigned will, within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Bidder selected as the general Contractor, execute with such general Contractor a subcontract in accordance with the terms of this sub-Bid, and contingent upon the execution of the Contract; and, if requested so to do in the sub-Bid by the General Bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to MGL Chapter 149 Section 44D 3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, in the full sum of the subcontract price.

E. The names of all persons, firms and corporations furnishing to the Undersigned labor or labor and materials for the class or classes or part thereof of Work for which the provisions of the section(s) of the Specifications for this sub-trade require a listing in this paragraph, including the Undersigned if customarily furnished by persons Undersigned's own payroll, and in the absence of a contrary provision in the Specifications, the name of each such class of Work or part thereto and the bid price for such class of Work or part thereof are:

Name	Class of Work	Bid Price

--	--	--

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

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

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

- H. The Undersigned offers the following information as evidence of the Sub-Bidder's qualifications to perform the Work as bid upon according to all the requirements of the Plans and Specifications.
 - 1. Have been in business under present business name _____ years.
 - 2. Ever failed to complete any work awarded? _____
 - 3. List one or more recent buildings/projects with names of the general contractor and architect/engineer on which you served as a subcontractor for work of similar character as required for the above-named building/Project.

Building/Project	Architect/Engineer	General Contractor	Amount of Contract

- 4. Bank Reference _____

I. The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

The Undersigned further certifies under the penalties of perjury that this Sub-Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in

this subsection, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The Undersigned further certifies under penalty of perjury that the said Undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or Regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name (typed or printed): _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR SUB-BID

- 1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Sub-Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total subcontract price) set forth in the Standard General and Supplementary Conditions and Additional Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the sub-Bid as acknowledged in the Sub-Bid Submittal Checklist:
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93.01 Sub-Bid Submittal Checklist
 - 00 45 05.01 Sub-Bidder’s Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
- 1.05 Communications concerning the sub-Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No.

Facsimile No.

Email

SUBMITTED ON:

By:

Authorized person per Form for Sub-Bid

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Filed Sub-Bid
Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Filed Sub-Bids Only

- CERTIFICATION PERIOD:** This Certificate is valid from 1/1/2011 to 1/2/2012
- CONTRACTOR'S NAME:** Test Screen --Do Not Type Over
- CONTRACTOR'S ADDRESS:** 123 Main Street Anytown, MA 01950
- WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Acoustical Tile | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Miscellaneous & Ornamental Iron | <input checked="" type="checkbox"/> Terrazzo |
| <input checked="" type="checkbox"/> Electrical Work | <input checked="" type="checkbox"/> Lathing & Plastering | <input checked="" type="checkbox"/> Painting | <input checked="" type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Marble | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Waterproofing, Damp proofing, and Caulking |
| <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> Masonry Work | <input checked="" type="checkbox"/> Resilient Floors | |
| <input checked="" type="checkbox"/> Glass and Glazing | <input checked="" type="checkbox"/> Metal Windows | <input checked="" type="checkbox"/> Roofing & Flashing | |

- EVALUATIONS:**

Number of Projects Evaluated:	15
Average Project Evaluation Rating:	85
Number of Projects Below Passing Score:	2

- SUPPLIER DIVERSITY OFFICE CERTIFICATION:** Minority Owned Business Enterprise

Freya S. Bernstein, Deputy General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

SECTION 00 41 03.06

FORM FOR SUB-BID – MASONRY (ITEM 2F)

To all General Bidders Except those Excluded:

- A. The Undersigned proposes to furnish all labor and materials required in for completing, in accordance with the hereinafter described accordance with the hereinafter described Drawings, Specifications and Addenda, all the Work identified in Section 01 11 20 and in any Plans specified in such section of the Specifications and according to the terms of the Contract Documents prepared by Woodard & Curran for the Surfside Wastewater Treatment Facility Upgrades, and corresponds with CWSRF No. 4034, for the contract sum (excluding sales and use tax) of

TOTAL ITEM 2F LUMP SUM PRICE

(excluding Alternate 1): \$ _____
(in figures)

_____ Dollars and
(in words)

_____ Cents
(in words)

The subdivision of the proposed Alternates are as follows (excluding sales and use tax).

Alternate 1 – Work of the Sub-Contractor

(being all Work other than that covered in sub-Bid Item 2F base price):

SUB CONTRACTOR Work for Alternate 1

\$ _____

- B. This sub-Bid includes Addenda numbered: _____

- C. This sub-Bid

may be used by any General Bidder except:

may only be used by the following General Bidders:

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

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

Name	Class of Work	Bid Price

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

- F. The Undersigned agrees that the above list of bids to the Undersigned represents bona fide bids based on the hereinbefore described Plans, Specifications and Addenda and that, if the Undersigned is awarded the subcontract, they will be used for the Work indicated at the amounts stated, if satisfactory to the Awarding Authority.
- G. The Undersigned further agrees to be bound to the general Contractor by the terms of the hereinbefore described Plans, Specifications, including the Contract Documents, and Addenda, and to assume toward the general Contractor all the obligations and responsibilities that general Contractor, by those documents, assumes toward the Awarding Authority.

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

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

Building/Project	Architect/Engineer	General Contractor	Amount of Contract

4. Bank Reference _____

I. The Undersigned hereby certifies that Undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work; that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Undersigned will comply fully with all Laws and Regulations applicable to awards made subject to MGL Chapter 149, Section 44F.

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

This Sub-Bid is submitted by the Undersigned.

A Corporation

Corporation Name: _____

State of incorporation: _____

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

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

Name *(typed or printed)*: _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

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

Name *(typed or printed)*: _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name *(typed or printed)*: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

A Joint Venture

First Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

Second Joint Venturer Name: _____

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

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone & Facsimile Nos: _____

Email address: _____

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

SUBMITTED ON:
State License No. (if applicable)
EIN/FEIN:

ANNEX TO FORM FOR SUB-BID

- 1.01 The undersigned Sub-Bidder acknowledges that the time period for holding Bids, where Federal approval is not required, is 30 days (Saturdays, Sundays and legal holidays excluded) after the opening of Bids, and where Federal approval is required, the time period for holding Bids is 30 days (Saturdays, Sundays and holidays excluded) after Federal approval.
- 1.02 The undersigned Sub-Bidder proposes and agrees, if its sub-Bid is accepted, to enter into a subcontract with the general Contractor in the form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in the sub-Bid and within the times indicated in the Bidding Documents, and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 Sub-Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:
- A. those dealing with disposition of Bid security;
 - B. those included in the Supplementary Instructions to Sub-Bidders;
 - C. insurance and bonding requirements (payment bond and performance bond each equal to 100% of the total subcontract price) set forth in the Standard General and Supplementary Conditions and Additional Supplementary Conditions, if any;
 - D. Contract Times as set forth in the Agreement; and
 - E. provisions for liquidated damages as set forth in the Agreement.
- 1.04 The following documents are submitted with and made a condition of the sub-Bid as acknowledged in the Sub-Bid Submittal Checklist:
- 00 43 13 Bid Bond – Penal Sum Form
OR required Bid security in the form of _____
 - 00 43 93.01 Sub-Bid Submittal Checklist
 - 00 45 05.01 Sub-Bidder’s Representations and Certifications
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of this Section)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
- 1.05 Communications concerning the sub-Bid shall be addressed to:

Name _____

Title _____

Address _____

Telephone No.

Facsimile No.

Email

SUBMITTED ON:

By:

Authorized person per Form for Sub-Bid

END OF SECTION



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management

One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

JAY GONZALEZ
SECRETARY, ADMINISTRATION &
FINANCE

CAROLE CORNELISON
COMMISSIONER

Filed Sub-Bid Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0000

This Certificate Shall Be Used for Submitting Filed Sub-Bids Only

1. **CERTIFICATION PERIOD:** This Certificate is valid from 1/1/2011 to 1/2/2012
2. **CONTRACTOR'S NAME:** Test Screen --Do Not Type Over
3. **CONTRACTOR'S ADDRESS:** 123 Main Street Anytown, MA 01950
4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Acoustical Tile | <input checked="" type="checkbox"/> HVAC | <input checked="" type="checkbox"/> Miscellaneous & Ornamental Iron | <input checked="" type="checkbox"/> Terrazzo |
| <input checked="" type="checkbox"/> Electrical Work | <input checked="" type="checkbox"/> Lathing & Plastering | <input checked="" type="checkbox"/> Painting | <input checked="" type="checkbox"/> Tile |
| <input checked="" type="checkbox"/> Elevators | <input checked="" type="checkbox"/> Marble | <input checked="" type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Waterproofing, Damp proofing, and Caulking |
| <input checked="" type="checkbox"/> Fire Protection Sprinkler Systems | <input checked="" type="checkbox"/> Masonry Work | <input checked="" type="checkbox"/> Resilient Floors | |
| <input checked="" type="checkbox"/> Glass and Glazing | <input checked="" type="checkbox"/> Metal Windows | <input checked="" type="checkbox"/> Roofing & Flashing | |

5. **EVALUATIONS:**

Number of Projects Evaluated:	15
Average Project Evaluation Rating:	85
Number of Projects Below Passing Score:	2

6. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** Minority Owned Business Enterprise

Freya S. Bernstein, Deputy General Counsel,
for Carole J. Cornelison, Commissioner

Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials _____

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BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

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

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 43 93

GENERAL BID SUBMITTAL CHECKLIST

General Bidder confirms that the following documents are fully completed, included in and made part of its general Bid.

- 00 41 02 Form for General Bid
- 00 41 02.01 Annex to Form for General Bid

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

- 00 43 25 Substitution Request Form (During Procurement)

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

- 00 45 19 Non-collusion Affidavit

- DCAMM Prime/General Certificate of Contractor Eligibility (sample included at the end of Section 00 41 02.01)

- 00 45 55 DCAMM General Contractor Update Statement

- Statement of Intent to Comply with Diesel Retrofit Program

- One original signed hardcopy (with original Bid security) of the above has been submitted to the Owner in accordance with Section 00 21 13.

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

CONFIRMED BY GENERAL BIDDER ON:
By:
<i>Authorized person per General Bid Form and Annex</i>

END OF SECTION

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SECTION 00 43 93.01

SUB-BID SUBMITTAL CHECKLIST

Sub-Bidder confirms that the following documents are fully completed, included in and made part of its sub-Bid.

Check that which applies:

- 00 41 03.01 Form for Sub-Bid and Annex – Roofing and Flashing
- 00 41 03.02 Form for Sub-Bid and Annex – Miscellaneous Metals
- 00 41 03.03 Form for Sub-Bid and Annex – Painting
- 00 41 03.04 Form for Sub-Bid and Annex – HVAC
- 00 41 03.05 Form for Sub-Bid and Annex – Electrical
- 00 41 03.06 Form for Sub-Bid and Annex – Masonry

Submitted with each sub-Bid:

- 00 43 13 Bid Bond – Penal Sum Form
- OR
- Required Bid security in the form of _____
- 00 43 25 Substitution Request Form (During Procurement)
 - 00 45 05.01 Sub-Bidder's Representations and Certifications
 - including required documents and submittals**
 - 00 45 19 Non-collusion Affidavit
 - DCAMM Filed Sub-Bid Certificate of Contractor Eligibility (sample included at the end of Form for Sub-Bid)
 - 00 45 56 DCAMM Sub-Bidder Update Statement
 - Statement of Intent to Comply with Diesel Retrofit Program
 - One original signed hardcopy (with original Bid security) of the above has been submitted to the Owner in accordance with 00 21 13.

CONFIRMED BY SUB-BIDDER ON:
By: _____ <i>Authorized person per Form for Sub-Bid and Annex</i>

END OF SECTION

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SECTION 00 45 05

GENERAL BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

1.01 General Bidder's Representations

- A. General Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. General Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. General Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. General Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.02, as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.06, as containing reliable "technical data."
- E. General Bidder has considered the information known to General Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by General Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) General Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph E above, General Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the general Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. General Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. General Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that General Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to General Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the general Bid is submitted.

1.02 General Bidder's Certifications

- A. The general Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. General Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. General Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. General Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.03 General Bidder’s Certifications Required by Massachusetts General Law

- A. General Bidder has submitted a certificate from the Secretary of State of the Commonwealth of Massachusetts that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D if General Bidder is a foreign corporation. General Bidder certifies it will provide such certificate for each Subcontractor that is a foreign corporation if it receives a Notice of Award.
- B. General Bidder certifies, under the penalties of perjury, to the best of its knowledge and belief, that all state tax returns have been filed and all state taxes paid pursuant to MGL Chapter 62C, Section 49A, and has submitted a Certificate of Good Standing with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying General Bidder has complied with all laws of the relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. General Bidder certifies it will provide such certificate for each Subcontractor if it receives a Notice of Award.
- C. General Bidder certifies that if awarded the Contract, the following will be submitted prior to execution of the Agreement in accordance with MGL Chapter 30, Section 39R *Definitions; contract provisions; management and financial statements; enforcement*.
 - A statement by management on internal accounting controls;
 - A statement prepared by an independent certified public accountant regarding management’s statement; and
 - An audited financial statement for the most recent completed fiscal year.
- D. General Bidder certifies that if awarded the Contract, any Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos will only be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6BA.

- E. General Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work and if General Bidder is awarded a Contract, shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- F. General Bidder will comply with the requirements of the Equal Employment Opportunity, Anti-discrimination, and Affirmative Action Program provisions in the Contract Documents, and if General Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

1.04 General Bidder's Certifications and Representations Required by the EPA State Revolving Fund Program and Massachusetts Department of Environmental Protection (MassDEP), Division of Municipal Services (DMS) SRF Provisions

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

compliance with the Disadvantaged Business Enterprise provisions in Section 00 73 38, and if General Bidder is awarded a Contract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

1. General Bidder certifies that if it is deemed one of the lowest Responsible and Eligible General Bidders, as notified by the Owner, it shall submit documents required by and in accordance with 00 45 57 by the close of business on the third business day after notification, and the documents submitted shall be a condition of the General Bid.
- D. General Bidder certifies compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.epls.gov are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund. Refer to Section 00 22 13, Supplementary Instructions to Bidders.

CERTIFIED BY GENERAL BIDDER ON:
By:
<i>Authorized person per Form for General Bid and Annex</i>

END OF SECTION

STATEMENT OF INTENT TO COMPLY

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

Local Governmental Unit _____ SRF Project No. _____

Contract No. _____ Contact Title _____

Bidder _____

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

1. the Bidder shall comply with the Department of Environmental Protection's ("DEP") Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;
2. the Bidder shall require all Subcontractors to comply with DEP's Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and
3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to DEP (NAME and ADDRESS) and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

(Signature of Bidder's Authorized Representative) (Date)

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SECTION 00 45 05.01

SUB-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

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

1.01 Sub-Bidder's Representations

- A. Sub-Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- B. Sub-Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Sub-Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Sub-Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.02, as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 00 73 10 of the Supplementary Conditions, Paragraph 4.06, as containing reliable "technical data."
- E. Sub-Bidder has considered the information known to Sub-Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Sub-Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Sub-Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph E above, Sub-Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the sub-Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Sub-Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Sub-Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Sub-Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Sub-Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Sub-Bid is submitted.

1.02 Sub-Bidder's Certifications

- A. The sub-Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Sub-Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Sub-Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Sub-Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for a subcontract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of a subcontract.

1.03 Sub-Bidder's Certifications Required by Massachusetts General Law

- A. Sub-Bidder has submitted a certificate from the Secretary of State of the Commonwealth of Massachusetts that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D if Sub-Bidder is a foreign corporation. Sub-Bidder certifies it will provide such certificate to the Successful General Bidder receiving a Notice of Award if Sub-Bidder is included in that general Bid.
- B. Sub-Bidder certifies, under the penalties of perjury, to the best of its knowledge and belief, that all state tax returns have been filed and all state taxes paid pursuant to MGL Chapter 62C, Section 49A, and has submitted a Certificate of Good Standing with respect to all returns due and taxes from the Commonwealth of Massachusetts Department of Revenue certifying Sub-Bidder has complied with all laws of the relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. Sub-Bidder certifies it will provide such certificate to the Successful General Bidder receiving a Notice of Award if Sub-Bidder is included in that general Bid.
- C. Sub-Bidder certifies that if awarded a subcontract, any Work involving the removal, containment, or encapsulation of asbestos or material containing asbestos will only be performed by a licensed contractor in accordance with MGL Chapter 149, Section 6BA.
- D. Sub-Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work and if Sub-Bidder is awarded a subcontract, shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- E. Sub-Bidder will comply with the requirements of the Equal Employment Opportunity, Anti-discrimination, and Affirmative Action Program provisions in the Contract Documents, and if Sub-Bidder is awarded a subcontract, it shall incorporate these provisions into all subcontracts and Purchase Orders so that such provisions will be binding upon each subcontractor or supplier.

1.04 Sub-Bidder’s Certifications and Representations Required by the EPA State Revolving Fund Program and Massachusetts Department of Environmental Protection (MassDEP), Division of Municipal Services (DMS) SRF Provisions

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

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

- B. Sub-Bidder certifies compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.epls.gov are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund. Refer to Section 00 22 13, Supplementary Instructions to Bidders.

- C.

CERTIFIED BY SUB-BIDDER ON:
By:
<i>Authorized person per Form for Sub-Bid and Annex</i>

END OF SECTION

STATEMENT OF INTENT TO COMPLY

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

Local Governmental Unit _____ SRF Project No. _____

Contract No. _____ Contact Title _____

Bidder _____

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

1. the Bidder shall comply with the Department of Environmental Protection's ("DEP") Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;
2. the Bidder shall require all Subcontractors to comply with DEP's Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and
3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to DEP (NAME and ADDRESS) and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

(Signature of Bidder's Authorized Representative) (Date)

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SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

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

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.
3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on the Project, and will not be so disclosed either directly or indirectly prior to Bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.
5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid on the Project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, on the Project.

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on the Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Company Name

Signature

Company Position

Date: _____

Attest: _____

Date: _____

END OF SECTION

SECTION 00 45 55

DCAMM PRIME/GENERAL CONTRACTOR UPDATE STATEMENT

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

Electronic version available at <http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/contractor-certification/prime-general-sub-contract-update-statements.html>

END OF SECTION

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

EFFECTIVE MARCH 30, 2010

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

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

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

AWARDING AUTHORITIES

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

BIDDER'S AFFIDAVIT

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

Bid Date

Print Name of Prime/General Contractor

Project Number (or
name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE ⇨

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

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

Bidding Limits

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

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted,

when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

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

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

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

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

Correction of Errors and Omissions in Update Statements

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

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

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

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

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

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

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

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)

Column 8 ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9) \$ _____

- If less than one year is left in the project schedule, write 1.
- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

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

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

If you have answered YES to either question, explain. _____

PART 3 - PROJECT PERFORMANCE

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

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

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

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

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

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

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

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

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

PART 5 - SUPERVISORY PERSONNEL

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

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

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

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

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

SECTION 00 45 56

DCAMM SUB-BIDDER UPDATE STATEMENT

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

Electronic version available at <http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/contractor-certification/prime-general-sub-contract-update-statements.html>

END OF SECTION

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

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management



SUB-BIDDER
UPDATE STATEMENT
TO ALL SUB-BIDDERS, TRADE CONTRACTORS AND AWARDING
AUTHORITIES

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

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

AWARDING AUTHORITIES

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

SUB-BIDDER'S AFFIDAVIT

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

Bid Date

Print Name of Sub-bidder or Trade Contractor

Project Number (or
name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE ⇨

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO SUB-BIDDERS

- This form must be completed and submitted by all Filed Sub-Bidders bidding on projects pursuant to M.G.L. c. 149, §44F and Trade Contractors bidding on projects pursuant to M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS SUB-BIDDER UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- **This Sub-Bidder Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Sub-Bidder Update Statement must cover the entire period since the date of that Application, NOT since the date of your Certification.**
- You must use this official form of Sub-bidder Update Statement. Copies of this form may be obtained from the awarding authority and from the DCAM Web Site: www.mass.gov/dcam.
- If additional space is needed, please copy the appropriate page of this Sub-bidder Update Statement and attach it as an additional sheet.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Sub-Bidder Qualifications

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

Correction of Errors and Omissions in Sub-bidder Update Statements

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

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

PART 1 - COMPLETED PROJECTS

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

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

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

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

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

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

1	2	3	4	5	6	7
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

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

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

If you have answered YES to either question, explain. _____

PART 3 - PROJECT PERFORMANCE

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

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

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

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

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

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

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

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

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

PART 5 - SUPERVISORY PERSONNEL

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

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

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

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

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

SECTION 00 45 57

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

This Project is subject to the following “Special Provisions for Disadvantaged Business Enterprises” of the Massachusetts Department of Environmental Protection Division of Municipal Services, February, 2016.

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

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

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

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

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

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

Disadvantaged MBE (D/MBE): **3.40%** Disadvantaged WBE (D/WBE): **3.80%**

1.01 REQUIREMENTS FOR CONTRACT AWARD

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

- A. A Schedule of Participation (Form EEO-DEP-190). The Schedule of Participation shall list those certified D/MBEs or D/WBEs the General Bidder intends to use in fulfilling the contract obligations, the nature of the Work to be performed by each certified D/MBE or D/WBE Subcontractor and the total price they are to be paid.
 1. A listing of bona-fide services such as a professional, technical, consultant or managerial services, assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract, and reasonable fees or commissions charged.
 2. A listing of haulers, truckers, or delivery services, not the contractors, including reasonable fees for delivery of said materials or supplies to be included on the Project.
- B. A Letter of Intent (Form EEO-DEP-191) for each D/MBE or D/WBE the General Bidder intends to use on the Project. The Letter of Intent shall include, among other things, a reasonable description of the work the certified D/MBE or D/WBE is proposing to perform and the prices the certified D/MBE or D/WBE proposes to charge for the Work. A Letter of Intent shall be jointly signed by the certified D/MBE or D/WBE and the Contractor who proposes to use them in the performance of the Contract.
- C. Each D/MBE or D/WBE must also sign and return the D/MBE or D/WBE Certification of United States Citizenship form to verify that the firm is owned or controlled by a United States citizen.
- D. The SDO “DBE Certification” as prepared by each certified D/MBE and/or D/WBE.
- E. A completed Request for Waiver form and backup documentation should the goals not be achieved (See 1.02 below).

1.02 REQUIREMENTS FOR MODIFICATION OR WAIVERS

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

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

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

- A. A detailed record of the effort made to contact and negotiate with the certified D/MBE or D/WBE, including, but not limited to:
 1. names, addresses and telephone numbers of all such companies contacted;
 2. copies of written notices(s) which were sent to certified D/MBE or D/WBE potential subcontractors, prior to bid opening;
 3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 4. in the case(s) where a negotiated price could not be reached the General Bidder should detail what efforts were made to reach an agreement on a competitive price;
 5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/ women-focused media detailing the opportunities for participation.

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF MUNICIPAL SERVICES

SCHEDULE OF PARTICIPATION FOR SRF CONSTRUCTION

Project Title: _____ **Project Location:** _____

Disadvantaged Minority Business Enterprise Participation in the SRF Loan Work

Name & Address of D/MBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		

Total D/MBE Commitment: \$ _____

Percentage D/MBE Participation = (Total D/MBE Commitment) / (Bid Price) = _____ %

Disadvantaged Women Business Enterprise Participation in the SRF Loan Work

Name & Address of D/WBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		

Total D/WBE Commitment: \$ _____

Percentage D/WBE Participation = (Total D/WBE Commitment) / (Bid Price) = _____ %

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

Name of Bidder: _____

Date: _____ By: _____
 Signature

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

DBE CERTIFICATION OF UNITED STATES CITIZENSHIP

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

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

SRF Project Number _____

Contract Number _____

Contract Title _____

DBE Subcontractor _____

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

Printed Name and Title of DBE Signatory

DBE Signature

Date

REQUEST FOR WAIVER FOR SRF CONSTRUCTION

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for DBE participation, the Bidder may seek relief either partially or entirely from these requirements by submitting a completed waiver package by the close of business on the third business day after notification by the LGU. Failure to comply with this process shall be cause to reject the bid thereby rendering the Bidder not eligible for award of the contract.

General Information

Project Title: _____ Project Location: _____
Bid Opening (time/date) _____
Bidder: _____
Mailing Address: _____
Contact Person: _____ Telephone No. () _____ Ext. _____

Minimum Requirements

The bidder must demonstrate that good faith efforts were undertaken to comply with the percentage goals as specified. The firm seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

- A. A detailed record of the effort made to contact and negotiate with disadvantaged minority and/or woman owned businesses, including:
 - 1. names, addresses, telephone numbers and contact dates of all such companies contacted;
 - 2. copies of written notice(s) which were sent to DBE potential subcontractors prior to bid opening;
 - 3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 - 4. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price.
 - 5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation;

- B. MassDEP may require the bidder to produce such additional information as it deems appropriate.
- C. No later than fifteen (15) days after submission of all required information and documentation, MassDEP shall make a determination, in writing, whether the waiver request is granted and shall provide that determination to the bidder and Awarding Authority. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my knowledge and that I have been authorized to act on behalf of the bidder in this matter.

(authorized original signature)

DATE

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SAMPLE NOTICE OF INTENT TO AWARD (C-00 50 55)

Date: _____

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and it is intended that a Contract for _____ be awarded to you subject to required reviews and approvals. and specifically, funding approval by MassDEP DMS and submission of the following required by the SRF Program prior to Notice of Award per Section 00 22 13.

- Diesel Retrofit Program Contractor Certification per Section 00 73 76
- Projected monthly cash flow schedule
- Statement of Direct Labor Cost percentage(s)

Subject to the above, a formal Notice of Award will be sent which will require you to comply with certain conditions within 10 days of the date you receive the Notice of Award, including, but not limited to the following.

1. Delivering the Contract security (Bonds) as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
2. Delivering the insurance certificates indicating coverages as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
3. Delivering the following completed and executed certifications and documents:
 - a. Pursuant to MGL Chapter 30, Section 39R Definitions; contract provisions; management and financial statements; enforcement per Section 00 22 13:
 - A statement by management on internal accounting controls;
 - A statement prepared by an independent certified public accountant regarding management's statement; and
 - An audited financial statement for the most recent completed fiscal year.
 - b. From each Subcontractor:
 - Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes per Section 00 22 13
 - Certification from the Secretary of State for foreign corporations per Section 00 22 13
 - Diesel Retrofit Program Contractor Certification per Section 00 73 76

SAMPLE NOTICE OF INTENT TO AWARD (C-00 50 55)

4. Other conditions precedent:

LIST OTHERS IF ANY

After you comply with the conditions of the Notice of Award and required reviews and approvals are obtained, Owner will thereafter deliver the conformed Contract Documents for execution.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

SAMPLE NOTICE OF AWARD (C-00 51 00)

Date: _____

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address:

You are notified that your Bid dated [_____] for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for [_____] subject to the following conditions being met and subject to required reviews and approvals, and specifically, funding approval by MassDEP DMS.

The *Lump Sum* *Total* Contract Price of your Contract is _____ Dollars (\$ _____).

The following must have been submitted prior to issuance of this Notice of Award in compliance with SRF Program requirements per Section 00 22 13:

- Diesel Retrofit Program Contractor Certification per Section 00 73 76
- Projected monthly cash flow schedule
- Statement of Direct Labor Cost percentage(s)

You must comply with the following conditions precedent **within 10 days** of the date you receive this Notice of Award.

1. Deliver the Contract security (Bonds) as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
2. Deliver the insurance certificates indicating coverages as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
3. Deliver the following completed and executed certifications and documents:
 - a. Pursuant to MGL Chapter 30, Section 39R Definitions; contract provisions; management and financial statements; enforcement per Section 00 22 13:
 - A statement by management on internal accounting controls (sample attached);
 - A statement prepared by an independent certified public accountant regarding management's statement (sample attached); and
 - An audited financial statement for the most recent completed fiscal year.
 - b. From each Subcontractor:
 - Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes per Section 00 22 13
 - Certification from the Secretary of State for foreign corporations per Section 00 22 13
 - Diesel Retrofit Program Contractor Certification per Section 00 73 76

SAMPLE NOTICE OF AWARD (C-00 51 00)

Other conditions precedent:

LIST OTHERS IF ANY

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

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

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

SAMPLE NOTICE OF AWARD (C-00 51 00)

**SAMPLE LETTER FROM CONTRACTOR REGARDING ACCOUNTING CONTROLS
Pursuant to MGL Chapter 30, Section 39R**

TO BE SUBMITTED ON CONTRACTOR'S LETTERHEAD

DATE

INSERT Owner name and address

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

Dear [_____]:

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

- (1) transactions are executed in accordance with management's general and specific authorization;
- (2) transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;
- (3) access to assets is permitted only in accordance with management's general or specific authorization; and
- (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

[Name and title of authorized representative of Contractor]

SAMPLE NOTICE OF AWARD (C-00 51 00)

**SAMPLE LETTER FROM CPA REGARDING CONTRACTOR ACCOUNTING CONTROLS
Pursuant to MGL Chapter 30, Section 39R**

TO BE SUBMITTED ON CPA'S LETTERHEAD

DATE

INSERT Owner name and address

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

Dear [_____]:

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

Sincerely,

_____, CPA
[Name]

SECTION 00 52 10

AGREEMENT FORM

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”). Owner and Contractor hereby agree as follows

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Surfside Wastewater Treatment Facility Upgrades and includes the following principal features and all materials, equipment, services and construction inherent to the Work.

- Construction of a new building enclosing the existing Headworks structure, including a separate electrical room and associated structural, electrical, and controls improvements.
- Demolition and replacement of the three primary sludge pumps, grinders, valves, electrical and controls within the existing Primary Sludge Building.
- Demolition and replacement of the existing polymer feed systems, including associated electrical and control components
- Construction of three new gravity thickeners, gravity thickener distribution box, and scum well, including associated electrical and controls components. Installation of two new scum pumps, one new scum recirculation pump, one new press feed pump, piping and valves, and associated electrical and controls. Demolition of the aeration piping in one of the existing sludge holding tanks
- Demolition and replacement of the Return Activated Sludge (RAS) pumps, draft pumps, Pre-Anoxic mixers, including electrical and control components as well as structural modifications to the existing Advanced Treatment Tanks.
- Modifications to the existing aeration piping and valves in the Advanced Treatment Tanks and Advanced Treatment Building.
- Upgrades to the existing Supervisory Control and Data Acquisition (SCADA) system

ARTICLE 2 – THE PROJECT

2.01 The Project under the Contract Documents is generally described as “Surfside Wastewater Treatment Facility Upgrades.”

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Substantial Completion and Final Payment*

- A. The Work shall be substantially complete within 540 calendar days from the commencement of Contract Times as provided in Paragraph 2.03 of the Standard General Conditions and completed and ready for final payment, in accordance with Paragraph 14.07 of the Standard General Conditions, 600 calendar days from the commencement of Contract Times.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions and Supplementary Conditions, if any. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,000** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 *Actual Damages*

- A. The WWTF must continue to operate during the construction period in order to comply with the Owner’s NPDES permit and Contractor shall prevent interruption to operation of the WWTF in accordance with Section 01 15 20 or provide complete bypass per Section 01 51 40. Contractor shall pay actual damages incurred by Owner for Contractor’s failure to maintain operation of the

WWTF or provide complete bypass, resulting in non-compliance with the NPDES permit and other damages related thereto.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

LUMP SUM PRICE

INCLUDING ALTERNATE #1 and #2

[IN WORDS] Dollars and [# OF CENTS] Cents

[\$[DOLLAR AMOUNT]]

5.02 *Adjustments to the Contract Price*

A. Owner's Contingency(s):

1. Contractor agrees that any Owner's contingency(s) is for the sole use of Owner to cover estimated anticipated costs for certain items.
2. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by Owner's contingency(s), and the Contract Price shall be correspondingly adjusted. Contractor shall not receive payment for any unused portion of Owner's contingency(s).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not

limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions and Supplementary Conditions, if any, and additional retainage allowed by Laws and Regulations.

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

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed (with the balance of 1 percent being retainage), less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and Supplementary Conditions, if any, and less the Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected (Punch List) attached to the certificate of Substantial Completion and subject to Paragraph 14.04 of the General Conditions and Supplementary Conditions, if any.

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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

- A. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

- establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and, has provided for itself and each Subcontractor, a Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes and further, certifies that, to the best of its knowledge and belief, all state tax returns have been filed and all state taxes have been paid as required by Law pursuant to Massachusetts General Laws Chapter 62C, Section 49A;
- C. If a foreign corporation, Contractor has provided for itself and each Subcontractor that is a foreign corporation, a certificate of the state secretary stating that the corporation has complied with requirements of Massachusetts General Laws Chapter 156D, Part 15, Section 15.03 of subdivision A and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, pursuant to Massachusetts General Laws Chapter 30, Section 39L;
- D. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, all as required by Massachusetts General Laws Chapter 30, Section 39S;
- E. Contractor is not presently debarred from entering into a public contract Commonwealth of Massachusetts under the provisions of Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- F. Pursuant to Massachusetts General Laws Chapter 30, Section 39R, Contractor has provided a statement by management on internal accounting controls, a statement prepared by an independent certified public accountant regarding management’s statement, and an audited financial statement for the most recent completed fiscal year.

- 8.03 Contractor agrees to comply with applicable SRF program and Federal requirements set forth in the Supplementary Conditions including D/MBE/D/WBE requirements; Diesel Retrofit Program; and the Davis Bacon Act, and the following.
- A. The Contractor acknowledges to and for the benefit of the Town of Nantucket (“Owner”) and the Commonwealth of Massachusetts (the “State”) that it understands the material and equipment, and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that has statutory requirements commonly known as “American Iron and Steel (AIS) Requirement” that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the AIS Requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Paragraph, or information necessary to support a waiver of the AIS Requirement, as may be requested by Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this requirement by the Contractor shall permit the Owner or State to recover as damages against the Contractor, any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this requirement force or effect) shall be amended or waived without the prior written consent of the State.
- B. The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
- C. The fair share goals for disadvantaged business enterprise (DBE) participation for this Contract are a minimum of 3.40 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 3.80 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction Contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of Contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The Contractor shall require similar reports from its Subcontractors.

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.
7. The Contractor shall include the provisions of paragraphs 1) through 7) in every subcontract or Purchase Order unless exempted by rules, Regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Order No. 11246 as amended, so that such provisions shall be binding upon each Subcontractor or vendor or Supplier. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970].

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement and attachments

TO BE COMPLETED AFTER AWARD LISTING ITEMS FROM SUCCESSFUL BID

- Bid, Bid Supplements and required documentation submitted
 - Performance Bond
 - Payment Bond
 - Insurance certificates
 - Contractor's Statement of Direct Labor Markup (percentage)
 - Projected monthly cash flow schedule
2. Forms listed in 00 60 00
3. Standard General Conditions in Section 00 72 05
4. Supplementary Conditions as listed in the table of contents of the Contract Documents
5. General Requirements, Specifications and Drawings as listed in the table of contents of the Contract Documents

6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement and made a part hereof.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:
TOWN OF NANTUCKET, MA

CONTRACTOR:

By:
Printed Name
Title

By:
Printed Name
Title

By:
Printed Name
Title

License No.

Attest:
Title
Address for giving notices:

Attest:
Title
Address for giving notices:

Agent for service of process:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved as to Form by:

Counsel

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

Owner's Auditor/Accountant (Name)

Date: _____

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)
_____	(SEAL)	
Witness as to Surety		

(Address-Zip Code)		

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

SAMPLE NOTICE TO PROCEED (C-00 55 00)

Date: _____

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents * for the following portion(s) of the Work:

Describe the limits of the Work covered

*A Notice to Proceed for the remaining Work will follow. *

In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [OR the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions, and Supplementary Conditions if any, provide that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

SAMPLE NOTICE TO PROCEED (C-00 55 00)

Also, before you may start any Work at the Site, you must:

[add other requirements].

Owner
Given by:

Authorized Signature

Title

Date

Copy to Engineer

SECTION 00 60 00

PROJECT FORMS

The following forms are included in this Section and shall be used for the Project as specified in the General Conditions and Supplementary Conditions if any, and the General Requirements. Completed and execution versions of these forms used during the Project shall be incorporated into the Agreement and made a part thereof.

Application for Payment Form (C-00 62 76)
Request for Interpretation/Information Form (C-00 63 15)
Field Order Form (C-00 63 36)
Work Change Directive Form (C-00 63 49)
Change Request Form (C- 00 63 60)
Change Order Form (C-00 63 63 MA)
Change Order Form (DEP-DMS)
Notice of Substantial Completion Form (C-00 65 15)
Certificate of Substantial Completion Form (C-00 65 16)
Notice of Completion Form (C-00 65 18)

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**REQUEST FOR
INTERPRETATION/INFORMATION
(Form C-00 63 15)**

RFI #: _____ Attachment

To: _____

From: _____

Attn: _____

Issue Date: _____

Project: _____

Required Reply Date: _____

DISTRIBUTION:

Contractor

Owner

Engineer

REFERENCES:

- Specifications: _____ Section: _____ Page/Paragraph: _____
- Drawings: _____ Issue Date: _____ Detail/Sections: _____
- Work Area: _____ Grid/Level: _____

RFI DESCRIPTION:

From: _____

Tel No: _____ Fax: No: _____

Initial: _____

E-mail: _____

RFI REPLY:

Possible Cost Effect Yes: No:

Possible Schedule Effect Yes: No:

From: _____

Reply Date: _____ xc: _____

Initial: _____

This page intentionally left blank

Field Order (C-00 63 36)

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:

Receipt Acknowledged by Contractor: _____ Date: _____

Copy to Owner

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CHANGE REQUEST (FORM C-00 63 60) (Design Changes/Deviations/Substitutions)

CR NO.
DATE

Project:

Request Initiated by:
 Contractor
 Owner
 Engineer

Impact to Contract Price expected
 Impact to Contract Time expected
Change Orders will be processed separately

Request submitted as (format):

Description of Change (documentation attached)

Reason for Change

Response: This constitutes a Written Amendment to the Agreement.

Review of the proposed change/deviation/substitution by Engineer is for general compatibility with the design concept of the Project. This review does not extend to means, methods, sequences, or procedures of construction or to issues of safety incident thereto. This review shall not relieve the Contractor from responsibility for full compliance with the requirements specified and to determine and verify the information contained therein.

Recommended By Engineer for Acceptance (subject to above comments if any) <input type="checkbox"/> recommended for processing and approval under a separate Change Order NAME: <hr/> <i>Signature</i> <i>Date</i>	<input type="checkbox"/> Approved by Owner (no schedule or cost impact) <input type="checkbox"/> Acknowledged by Owner – to be processed and approved under a separate Change Order NAME: <hr/> <i>Signature</i> <i>Date</i>
Approved by Contractor <input type="checkbox"/> Change Order to be requested NAME: <hr/> <i>Signature</i> <i>Date</i>	

This page intentionally left blank

Change Order No. _____
(Form C-00 63 63) MA

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

<p>Original Contract Price: \$ _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____</p> <p>Contract Price prior to this Change Order: \$ _____</p> <p>[Increase] [Decrease] of this Change Order: \$ _____</p> <p>Contract Price incorporating this Change \$ _____</p>	<p>Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): _____ Ready for final payment (days): _____</p> <p>Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p> <p>Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p>
--	---

<p>RECOMMENDED: By: _____ Engineer (Authorized Signature)</p> <p>Date: _____</p> <p>Approved by Funding Agency (if applicable): _____</p> <p>Date: _____</p>	<p>ACCEPTED: By: _____ Owner (Authorized Signature)</p> <p>Date: _____</p> <p>Approved by Funding Agency (if applicable): _____</p> <p>Date: _____</p>	<p>ACCEPTED: By: _____ Contractor (Authorized Signature)</p> <p>Date: _____</p> <p>Approved by Funding Agency (if applicable): _____</p> <p>Date: _____</p>
--	--	---

Pursuant to MGL c.44, s31C, I certify that appropriated funds are available for the total amount of this Change Order.

Owner's Auditor/Accountant (Name) Date: _____

Pursuant to MGL c.30, s39I, reasons for deviation are as stated on Page 1. The specified deviation(s) does not materially injure the Project as a whole, the Work is of the same cost and quality or an equitable adjustment has been agreed upon, and the deviation is in the best interest of the Owner.

Owner Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

This page intentionally left blank

CHANGE ORDER FORM

SRF Number _____
Public Entity _____
Contract Number _____
Change Order Number _____

Contract Amount (As Bid) \$ _____
Net Change in Contract Price (this change order) \$ _____
Total Adjusted Contract Price (including this and all other change orders) \$ _____

This change order extends the time to complete the work by _____ calendar days.

The extended completion date is _____

This change order checked by _____
(Chief) Resident Engineer Date

This change order is requested by: _____

This change order is recommended by: _____

Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

CHANGE ORDER FORM (Continued)

Public Entity _____

SRF No: _____ Contract No. _____ Change Order No. _____

Contract Title: _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

Notice of Substantial Completion (C-00 65 15)

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:		

This NOTICE of Substantial Completion applies to:

The following Systems, Equipment or specified portions : All Work under the Contract Documents

:

_____ Date of Substantial Completion for above

The following documents are attached to and made part of this Notice.

Submitted by Contractor

Date

This page intentionally left blank

Certificate of Substantial Completion (Form C-00 65 16)

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

Notice of Completion (Form C-00 65 18)

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		

This NOTICE of Completion applies to:

- All Work under the Contract Documents:
 The following specified portions:

Date of final Completion

The Work to which this Notice applies is ready for inspection by authorized representatives of Engineer and Owner. Contractor has completed all corrections, delivered all required documentation, and the Project, or portion designated above, is complete. The Date of Completion of the Project or portion thereof designated above is hereby declared by the Contractor.

The following documents are attached to and made part of this Certificate:

Final Punchlist

Final Application for Payment

Only the **making and acceptance of final payment** will constitute:

1. A waiver of all claims by Owner against Contractor, except claims arising from any unsettled liens, from Defective Construction appearing after final inspection; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. A waiver of all claims by Contractor against Owner other than those previously timely made in writing and still unsettled.

Submitted by Contractor

Date

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00 72 05 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

**REVISIONS HIGHLIGHTED WITHIN THE TEXT OF THIS SECTION
HAVE BEEN PREPARED BY WOODARD & CURRAN ON BEHALF OF OWNER
AND APPROVED BY OWNER'S LEGAL COUNSEL KOPELMAN & PAIGE, P.C.**

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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SECTION 00 72 05
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. May also be referred to as “Proposal” which may be used interchangeably and shall have the same meaning.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor and complement the Specifications. Shop Drawings and other Contractor submittals are not Drawings as so defined. May also referred to as “Plans”, which may be used interchangeably and shall have the same meaning. Notes on Drawings are directed to Contractor unless specifically noted otherwise.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 01 of the Specifications which govern the Work in all sections of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times. May also be referred to as “Construction Schedule”, which may be used interchangeably and shall have the same meaning.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. The Specifications are based on the guidelines of the Construction Specifications Institute (CSI) Project Resource Manual, and are directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases in the Specifications.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

B. Additional Terms

1. *Final Completion*—The time at which all Work is completed and ready for final payment in accordance with Paragraph 14.07 of these General Conditions.
2. *Industry Practice*—The written practices, methods, materials, supplies and equipment, as changed from time to time, that are commonly used in the industry applicable to the Project to design, construct and operate facilities and plants, or any practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time, could have been expected to accomplish the desired results consistent with good business practices, reliability, safety and expedition.
3. *Punch List*—A list of open items representing portions of the Work which Contractor, Engineer, Owner reasonably agree is not complete on the date of Substantial Completion or Final Completion, but which items will not significantly interfere with the safe, reliable operation and integrity of the Project or its intended use.
4. *Purchase Order*—A written agreement between Contractor and a Supplier for provision of material and equipment.
5. *Warranty Period*—The correction period after the date of Substantial Completion per Paragraph 13.07 of these General Conditions.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight. See also Paragraph 17.02 of these General Conditions.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, Provide:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. ~~When Contractor delivers the executed counterparts~~Prior to execution of the Agreement ~~to Owner~~, Contractor shall ~~also~~ deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Prior to execution of the Agreement and b~~Before~~ any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten-5~~ printed or hard copies of the Contract Documents or Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the ~~sixtieth-90th~~ day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, unless mutually agreed otherwise, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents and the lead times for equipment and materials per the listing in subparagraph 2.05.A.4;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work which will be confirmed in writing by Contractor at the time of submission. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; ~~and:~~

4. a complete listing of equipment and materials with lead times between placing orders and delivery, including normal allowances of time for processing and correcting Shop Drawings. All orders for long lead items shall be placed within 30 days after Effective Date of the Agreement if delivery is critical to scheduling. Failure to place orders promptly may result in full liability for liquidated damages if Contract Times are not met.

B. Evidence of Insurance: In accordance with Paragraph 2.01.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall ~~not~~ be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity, or discrepancy in the Contract Documents unless-if Contractor ~~had actual knowledge~~ new or reasonably should have known thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. ~~Unless otherwise stated in the Supplementary Conditions,~~ The data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies), files transmitted in in portable document format (PDF), and other electronic media formats of text, data, graphics or other file types supported by any digital document exchange system implemented for the Project, all of which are understood by all parties to constitute official Project correspondence and submittals. ~~Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.~~ If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, ~~will~~may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated ~~or not shown or indicated with reasonable accuracy~~ in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.
3. Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, shall not be liable to Contractor for any Claims, losses, or damages incurred by Contractor (including but not limited to all fees and changes of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) related to Underground Facilities not shown or indicated.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work unless Contractor caused or contributed to such Hazardous Environmental Condition. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly

after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within ~~20~~5 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed, complies with the requirements of Article 5, and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; ~~and~~
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.;

7. claims arising out of violation of Laws or Regulations; and

8. claims for damages because of negligent acts, errors and omissions arising out of performing or providing professional services.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided herein and in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation and related coverage:

<u>Minimum limit of liability</u>	<u>Statutory</u>
<u>Applicable Federal (e.g., Longshoreman's)</u>	<u>Statutory</u>
<u>Employer's Liability</u>	<u>\$1,000,000</u>

2. Contractor's General Liability:

\$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 per project aggregate, including:

- Broad Form Property Damage Liability including coverage for acts of terrorism
- Completed Operations and Product Liability
- Contractual Liability
- Independent Contractors
- Explosion, Collapse & Underground Hazards
- Personal Injury Coverage, Exclusion "C" Deleted
- Fire Legal Liability - \$1,000,000
- Medical payments - \$1,000,000

Pollution Liability (covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Contractor's operations and completed operations maintained for no less than three years after final completion): \$1,000,000

Excess or Umbrella Liability: \$5,000,000 per occurrence; \$5,000,000 general aggregate

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

Combined Single Limit of \$1,000,000 for bodily injury & property damage covering Contractor and any vehicles owned, hired and non-owned by the Contractor

4. Professional Liability (E&O for engineers, architects or surveyors): \$1,000,000 for each claim with an annual aggregate of at least \$2,000,000 if professional services are required under the Specifications

5. Owners Protective Liability: as may be specified in the Supplementary Conditions

Any self-insured retention (not allowed for Worker's Compensation) and/or deductibles must be identified and cannot exceed \$100,000 per occurrence without the prior approval of the Owner. Contractor must provide either an audited financial statement to confirm solvency or a letter of credit guaranteeing the \$100,000 in case of loss for the duration of the Project and for the Correction Period.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations (ongoing and completed) under the Contract Documents.

5.06 *Property Insurance*

- A. ~~Unless otherwise provided in the Supplementary Conditions,~~ Owner may, in its discretion, purchase and maintain property insurance upon the Work at the Site. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. ~~Contractor shall be responsible for any (subject to such deductible amounts or self-insured retention~~ as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a ~~Builder's Risk "all risk"~~ Special Forms policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against ~~at least the following special form~~ perils or causes of loss, including but not limited to: fire, lightning, flood, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and

8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

- B. ~~(Not used) Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary

Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds* (Not used)

- A. ~~Not used~~ Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. ~~Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. Provision of any instructions:

- 1. will not be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.09; and
- 2. will not be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, make or catalogue number, or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.

- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2. Substitute Items:
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:

- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Bidding Requirements or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and ~~if~~

the Contractor has submitted a list thereof in accordance with the Bidding Requirements or Supplementary Conditions (which shall be included as an attachment to the Agreement), Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

1. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

D. At the Owner's option, Contractor shall defend claims in connection with any alleged infringement of such rights.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods set forth in Paragraph 3.04. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings and other closeout submittals specified will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs (if any) and other safety requirements that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Submittal Procedures:
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1. or for errors or omissions in a Shop Drawing or Sample.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and in accordance with Subcontractor warranties, manufacturers and Suppliers warranties on equipment and material, and extended or special warranties and will not be defective for the correction period specified in 13.07. Owner and Engineer and ~~its~~their officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

1. Contractor shall obtain and preserve for the benefit of the Owner:

a. manufacturers' and Suppliers' written warranties and guarantees on equipment and material incorporated into the Work;

b. written warranties and guarantees from each Subcontractor engaged in the performance of the Work; and

2. extended or special warranties.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; ~~or~~

7. any correction of defective Work by Owner; or;

8. any acceptance by Owner or any failure to do so.

D. Contractor shall prepare and execute a written general warranty and guarantee applicable to the Work reflecting the provisions of this Paragraph 6.19, Article 13 and other applicable provisions of the Contract Documents pertaining to warranties and guarantees, Subcontractor, manufacturers and Supplier warranties and guarantees, and extended or special warranties and guarantees. Contractor shall submit this written general warranty and guarantee in accordance with Article 14 and the General Requirements.

E. Provision of any warranties or guarantees:

1. will not be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 8.09; and

2. will not be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.

F. The warranty and guarantee provisions of this Paragraph 6.19 shall be in addition to and not in limitation of any other warranties, guarantees or remedies allowed by Law or the Contract Documents.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property ~~(other than the Work itself)~~, including the loss of use resulting therefrom but only to the extent caused by any negligent or wrongful act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of ~~;~~ ~~or the failure to prepare or approve~~ maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. caused by the negligent acts, errors or omissions of any of them.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. ~~The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.~~
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer ~~to whom Contractor makes no reasonable objection,~~ whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and

Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~14 days) after the start of the event giving rise thereto. Failure to comply with this notice requirement shall constitute a waiver of the Claim. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

G. Contractor shall not have the right to stop performance of the Work pending resolution of a Claim.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the

Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:
 1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance:
- 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

~~D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~

- ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
- ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
- ~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be ~~15~~10 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of ~~15-10~~ percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the Work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, acts of war or terrorism, or acts of God (force majeure).

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of war or terrorism, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Except as provided in 13.03.B above and where responsibility for a specific inspection or test is expressly allocated to Owner in the Specifications or by Laws and Regulations, Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense, ~~unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.~~

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor and may be deducted from amounts otherwise due the Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed and the terms of this Paragraph 13.07 will continue to apply.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, or immediately in the case of an emergency, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens and provides an indemnity satisfactory to Owner for all claims, costs, losses and damages arising out of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended including liability for liquidated damages and correction of defective work by Owner or others; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use and final testing has been completed in accordance with the General Requirements, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor in the Punchlist as incomplete) using the Notice of Substantial Completion form included in the Contract Documents, submit the Contractor's written general warranty and guarantee per Paragraph 6.19.D., and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion using the Certificate of Substantial Completion included in the Contract Documents. There shall be attached to the certificate a Punch List (tentative list of items to be completed or corrected before final payment). Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised Punch List (tentative list of items to be completed or corrected)) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, warranties, updated Contractor's written general warranty and guarantee per Paragraph 6.19.D if modified, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, and Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.09), Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable using the Certificate of Completion form included in the Contract Documents, subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted as detailed on the Certificate of Completion. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's ~~persistent~~ failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents; or;
 5. Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any Laws and Regulations in effect at such time relating to the bankruptcy or insolvency; or
 6. a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any Laws and Regulations in effect at the time relating to bankruptcy or insolvency; or
 7. Contractor makes a general assignment for the benefit of creditors; or

8. a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors; or

9. Contractor admits in writing its inability to pay its debts generally as they become due.

- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; ~~or~~
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

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SECTION 00 73 10

PROJECT SPECIFIC REQUIREMENTS

GENERAL

The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto. Additional terms used in this Section have the meanings stated below, which are applicable to both the singular and plural thereof.

This Section may include certain provisions required by Laws and Regulations, but does not represent or reflect all applicable provisions and policies or Laws and Regulations, and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.

SC-1.01 *Defined Terms*

Add the following to A.15 *Contractor*:

Also referred to as "General Contractor" or "general Contractor" in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

Add the following to A.29. *Owner*:

Also referred to as "Awarding Authority", "awarding authority", "Contracting Authority" or "contracting authority" in applicable statutory provisions which may be used interchangeably and shall have the same meaning.

Add the following new definitions to Paragraph 1.01.B.

6. *material or Material* -- shall include "any article, assembly, system, included in the Work, or any component part thereof" regarding items equal to those specified in accordance with statutory requirements.

SC- 2.01 *Delivery of Bonds and Evidence of Insurance*

Replace Paragraph 2.01.B. with the following:

- B. Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.03 *Commencement of Contract Times; Notice to Proceed*

In Paragraph 2.03.A., delete the last sentence in its entirety.

SC-3.02 Reference Standards

In subparagraph 3.02.A.1., replace the phrase “in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids),” with:

“in effect and applicable at the time in question,”

SC 4.01 Availability of Lands

Pursuant to Paragraph 4.01.A., no easements and rights-of-way exist for the Project.

In Paragraph 4.01.A., delete the last sentence in its entirety.
Delete Paragraph 4.01.B. in its entirety.

SC-4.02 Subsurface and Physical Conditions

Pursuant to Paragraph 4.02.A.,

3. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
 - a. Report dated May 24, 2016 prepared by S.W. Cole Engineering, Inc., entitled “Explorations and Geotechnical Engineering Services, Wastewater Treatment Facility Improvements, Surfside Wastewater Treatment Facility, South Shore Road, Nantucket, Massachusetts” consisting of [23] pages

The “technical data” contained in such report upon which Contractor may rely is information in 2.0 Exploration and Testing; exploration data and samples (boring logs and grain size analyses).

The “technical data” shall be limited to facts, measurements, field observations, boring logs, soil type and similar data. “Technical data” shall not include opinions regarding suitability of material, dewatering methodologies, soil stability, slope stabilization methods and other opinions or professional judgments.
4. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

NONE
5. The reports identified above are not part of the Contract Documents, but the “technical data” contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract

Documents by reference and may be reflected in the Drawings. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.

6. Copies of reports identified above are included as an attachment to Section 00 31 00.

SC-4.03 Differing Subsurface or Physical Conditions

Delete subparagraph 4.03.C.3. in its entirety.

SC-4.04 Underground Facilities

In subparagraph 4.04.B.2., delete the last sentence in its entirety.

SC 4.05 Reference Points

Pursuant to Paragraph 4.05.A., surveys exist for the Project and are reflected on the Drawings.

SC-4.06 Hazardous Environmental Conditions at Site

Pursuant to Paragraph 4.06.A.,

1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. NONE
2. The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. NONE

In Paragraph 4.06.D., delete the last sentence in its entirety.

In Paragraph 4.06.E., delete the last sentence in its entirety.

In Paragraph 4.06.F., delete the second sentence in its entirety.

In Paragraph 4.06.G., replace the language in its entirety with “(Not used)”.

In Paragraph 4.06.H., delete the last sentence in its entirety.

SC-5.03 Certificates of Insurance

In Paragraph 5.03.B., replace the language in its entirety with “(Not used)”.

SC-5.04 Contractor’s Insurance

In subparagraph 5.04.B.1., line 1, replace “5.04.A.6 inclusive” with “5.04.A.7 inclusive”.

In subparagraph 5.04.B.4. line 2, delete the words “materially changed” per Massachusetts insurance Laws.

Replace Paragraph 5.04.B.6., in its entirety with the following:

6. include products and completed operations coverage:
 - a. Such insurance shall remain in effect for **six years** after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and annually for **five years** thereafter.

In Paragraph 5.04.B., add the following new subparagraph.

7. All coverage shall be written on an occurrence basis.

In Paragraph 5.04.C.1, replace “Employer’s Liability 1,000,000” with the following.

Employer’s Liability:

- \$1,000,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease – policy limit
- \$1,000,000 Bodily Injury by Disease – each employee

In Paragraph 5.04.C.2.,

Insert the following as the third bullet item.

- Premises-Operations

Insert the following at the end of Excess or Umbrella Liability.

and \$5,000,000 products and completed operations aggregate. Coverage shall be excess to the Contractor’s General Liability, Auto Liability, and Employers Liability coverages.

In Paragraph 5.04.C.3. after “property damage, insert “each accident”.

SC-5.06 Property Insurance

In Paragraph C. line 3, delete the words “or materially changed” per Massachusetts insurance Laws.

Replace Paragraph 5.06.D. in its entirety, with the following.

- D. The risk of loss within any identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser’s own expense.

SC-5.07 Waiver of Rights

In Paragraph 5.07.A., delete the second, third, and fourth sentences in their entirety.
Delete Paragraphs 5.07.B. and 5.07.C. in their entirety.

SC-5.09 Acceptance of Bonds and Insurance; Option to Replace

At the end of the Article heading, insert “(Not Used)” and delete Paragraph 5.09.A. in its entirety.

SC-5.10 Partial Utilization, Acknowledgment of Property Insurer

In the Article heading, delete the words “Acknowledgment of Property Insurer”, and replace Paragraph 5.10.A. in its entirety with the following.

- A. Owner may occupy or use a portion of the Work prior to Substantial Completion.

SC-6.02 Labor; Working Hours

Pursuant to Paragraph 6.02.B., regular working hours for this Project are 7 a.m. to 3:30 p.m., Monday through Friday.

SC-6.05 Substitutes and “Or-Equals”

In Paragraph 6.05.A., add the following language at the end of the Paragraph.

“, and in accordance with MGL Chapter 30, Section 39M (b)”

SC-6.06 Concerning Subcontractors, Suppliers, and Others

In Paragraph 6.06.F., add the following language at the beginning of the Paragraph.

“Except as required by and indicated in the Specifications and Contract Documents pursuant to MGL Chapter 149, Section 44F (if applicable to the Project),”

SC-6.07 Patent Fees and Royalties

In Paragraph 6.07.A., delete the second sentence in its entirety.
In Paragraph 6.07.B., replace the language in its entirety with “(Not used)”.

SC-6.08 Permits

Pursuant to subparagraph 6.08.A.1, Owner has not obtained any permits for the Project.

SC-6.09 Laws and Regulations

Pursuant to Paragraph 6.09, the Contractor shall comply with additional requirements included in Section 00 73 73 and 00 73 76.

In Paragraph 6.09.C., delete the last sentence in its entirety.

SC-6.10 Taxes

Add the following new Paragraph after Paragraph 6.10.A.

- B. Owner is exempt from payment of Commonwealth of Massachusetts sales taxes on building materials and supplies to be used in the Work.
1. The words “building materials and supplies” shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the Project Site, or while being used exclusively for the transportation of materials for the Project.
 2. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchases of building materials and supplies.

SC-6.13 Safety and Protection

Add the following immediately after Paragraph 6.13.B.

1. Contractor shall comply with the following minimum requirements and is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.
 - Code of Federal Regulations, Chapter XVII-Occupational Safety and Health Administration (OSHA), Department of Labor, Title 29, Part 1926, Safety and Health Regulations for Construction
 - Hazard Communication Standard 1910.1200 regulated by OSHA, including providing and maintaining Safety Data Sheets, labeling of hazardous substances, and providing required protective equipment and training and instruction to personnel on the Site including Owner and Engineer’s personnel
 - OSHA General Industry 1910.146: Permit Required Confined Space Entry
 - ANSI/ASSE A10 series of safety construction standards including the "Manual of Accident Prevention In Construction" published by The Associated General Contractors of America

- AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to protection of personnel and equipment under electric lines and construction equipment clearances at overhead electric lines especially during operations using large vehicles
2. Pursuant to *MGL Chapter 30, Section 39S*, all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. Any employee found on a Work Site subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.
3. This Project is also subject to the following.
- *MGL Chapter 82, The Laying Out, Alteration, Relocation and Discontinuance Of Public Ways, And Specific Repairs Thereon, Section 40*
Section 40 Definitions
Section 40A Excavations; notice
Section 40B Designation of location of underground facilities
Section 40C Excavator's responsibility to maintain designation markings; damage caused by excavator
Section 40D Local laws requiring excavation permits; public ways
 - *MGL Chapter 82A, Excavation and Trench Safety*
Section 1 Unattended open trenches; safety hazards; rules and regulations; fines
Section 2 Trench excavating permits; permits issued by board or officer; certificate of insurance; fees
Section 3 Form of trench excavation permits; required statements
Section 4 Definitions
Section 5 Additional requirements
 - *MGL Chapter 149*
Section 6C Health and safety of general public and asbestos workers; rules and regulations
Section 18A Sanitary and safety conditions; tools
Section 18B Confined spaces; ventilation
Section 18C Power transmission equipment
Section 18D Ropes, hooks and cranes; use and operation
Section 18E Safety precautions in dangerous undertakings
Section 18F Explosives
Section 18G Industrial truck and internal combustion equipment
Section 129A Shoring Trenches for local governments
 - Massachusetts Department of Labor and Industries, Division of Occupational Safety (Chapter 454 CMR 10.00 et seq.)
 - Massachusetts Department of Public Safety "Excavation and Trench Safety" (Chapter 520 CMR 14.00 et seq.)

In Paragraph 6.13.E., fourth sentence, insert a period after the word “Contractor” and delete the remaining language in parenthesis in its entirety.

SC-7.01 *Related Work at Site*

In subparagraph 7.01.A.1., delete the word “and” and insert a period. Delete subparagraph 7.01.A.2. in its entirety.

Pursuant to Paragraph 7.01, Owner has not and does not intend to separately contract for other work on the Project at the Site.

SC-7.02 *Coordination*

At the end of the Article heading, insert “(Not Used)” and delete Paragraphs 7.02.A. and 7.02.B. in their entirety.

SC-8.07 *Change Orders*

At the end of the Article heading, insert “(Not Used)” and delete Paragraph 8.07.A. in its entirety.

SC-9.03 *Project Representative*

In Paragraph 9.03.A., delete the last sentence in its entirety.

Add the following new Paragraph.

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 - 1. *Schedules:* Review the Progress Schedule, schedule of Shop Drawing and Samples submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 3. *Liaison:*
 - a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s authorized representative, to assist in

- providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:*
- a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer.
 - b. Transmit to Contractor in writing, decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. *Inspections, Tests, and System Startups:*
- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. *Records:*
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of Contractor, Subcontractors, and major Suppliers.
 - b. Maintain records for use in preparing Project documentation.
10. *Reports:*
 - a. Furnish periodic reports to Engineer as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition or conditions that may impede the compliant operation of existing facilities on Site.
11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of the Punch List (lists of items to be completed or corrected).
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final Punch List (list of items to be completed and deficiencies to be remedied).

- c. Observe whether all items on the final Punch List have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including “or-equal” items.
 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s Work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-Site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part or determine operational protocol that may affect the compliant operation of existing facilities.

SC-9.04 Authorized Variations in Work

In Paragraph 9.04.A, delete the last sentence in its entirety.

SC-9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

In Paragraph 9.08.C., insert a period after the word “Contractor” and delete the remaining language in its entirety.

SC-10.03 Execution of Change Orders

At the end of subparagraph 10.03.A.1., insert the word “and”.
At the end of subparagraph 10.03.A.2., delete the word “and”.
Delete subparagraph 10.03.A.3. in its entirety.

SC-11.01 *Cost of the Work*

In subparagraph 11.01.A.5., item a., replace the language in its entirety with “(Not used)” and in item b., replace the language in its entirety with “(Not used)”.
Delete items d, e, f, g, and h in their entirety.

SC-11.02 *Allowances*

At the end of the Article heading, insert “(Not Used)” and delete Paragraphs 11.02.A., B., C., and D. in their entirety.

SC-12.01 *Change of Contract Price*

In subparagraph 12.01.B.3., delete the words “(determined as provided in Paragraph 12.01.C.)” at the end of the sentence.

In subparagraph 12.01.C.1, delete the word “or”. Delete subparagraph 12.01.C.2 in its entirety (including items a through f).

SC-12.03 *Delays*

In Paragraph 12.03.B., replace the language in its entirety with “(Not used)”. Add the following new Paragraph 12.03.F.

- F. In the event of delays caused by or within the control of the Owner, the Contractor’s sole remedy shall be an extension of Contract Times. Notwithstanding anything to the contrary in the Contract Documents, Contractor shall not be eligible for any increase in the Contract Price on account of any delay in the Work, no matter by whom such delay is caused, and Contractor shall make no Claim for such an increase, whether such Claim is styled as a Claim for delay damages, acceleration of Work, loss of production, or otherwise, except as provided by MGL Chapter 30, Section 39O in the case of certain written orders by the Owner.

SC-13.01 *Notice of Defects*

In Paragraph 13.01.A., replace “Prompt notice” with “Notice”.

SC-13.04 *Uncovering Work*

Delete Paragraph 13.04.D. in its entirety.

SC-13.08 *Acceptance of Defective Work*

In Paragraph 13.08.A., delete the last sentence in its entirety.

SC-13.09 *Owner May Correct Defective Work*

In Paragraph 13.09.C., delete the second sentence in its entirety.

SC-14.02 *Progress Payments*

In subparagraph 14.02.A.1, replace the first phrase (“At least. . . once a month,)”) with the following.

“On a monthly basis and in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable,”

Replace subparagraph 14.02.A.3 in its entirety with the following.

3. Retainage shall be in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable.

Replace Paragraph 14.02.C. in its entirety with the following.

- C. Payment shall be made in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable.

In subparagraph 14.02.D.2., delete the word “immediate” in line 2 and delete the word “promptly” in line 3.

Delete subparagraph 14.02.D.3. in its entirety.

SC-14.04 *Substantial Completion*

In Paragraph 14.04.C.,

Third sentence, replace the words “shall have seven days after receipt of” with “shall review” and replace “during which to” with “and”.

Fourth sentence, delete the words “within 14 days after submission of the tentative certificate to Owner,” in their entirety.

Fifth sentence, delete the words “within said 14 days,” in their entirety.

SC-14.05 *Partial Utilization*

At the end of Paragraph 14.05.A, delete the words “, subject to the following conditions:”.

In subparagraph 14.05.A.1., replace the language in its entirety with “(Not used)”.

In subparagraph 14.05.A.2., replace the language in its entirety with “(Not used)”.

In subparagraph 14.05.A.3., delete the words “Within a reasonable time after either such request,” in their entirety.

SC-14.07 *Final Payment*

Pursuant to Paragraph 14.07.A.2.a., documentation shall include Certificate(s) of Occupancy required for building(s).

In subparagraph 14.07.B.1., line 5, delete the words “within ten days after receipt of the final Application for Payment.”.

Replace subparagraph 14.07.C.1. in its entirety with the following.

9. Final payment shall be made in accordance with MGL Chapter 30, Section 39G or Section 39K as applicable.

SC-14.09 Waiver of Claims

In subparagraph 14.09.A.1., replace the language in its entirety with “(Not used)”.

SC-15.01 Owner May Suspend Work

Replace Paragraph 15.01.A in its entirety with the following.

- A. Owner may suspend the Work or any portion thereof in accordance with MGL Chapter 30, Section 39O.

SC-15.03 Owner May Terminate For Convenience

In subparagraph 15.03.A.1., replace “including fair and reasonable sums for overhead and profit on such Work” with the word “and”.

In subparagraph 15.03.A.2., insert a period after the word “Work”, and delete the words “plus fair and reasonable sums for overhead and profit on such expenses” in their entirety.

Delete subparagraphs 15.03.A.3. and 15.03.A.4. in their entirety.

SC-15.04 Contractor May Stop Work or Terminate

In Paragraph 15.04.B., delete the last sentence in its entirety.

SC-16 DISPUTE RESOLUTION

After the Article heading, insert the words “(Not Used)”.

Delete Paragraph 16.01 in its entirety.

END OF SECTION

SECTION 00 73 37

**EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION REQUIREMENTS**

The content of this Section does not represent or reflect all applicable Laws and Regulations and may only include excerpts and portions of certain Laws and Regulations. Other provisions required by Laws and Regulations shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations. Federal Regulations are available at <http://www.ecfr.gov>.

- A. The Contractor shall comply with the D/MBE and D/WBE requirements applicable to the Contract included in Section 00 73 38.
- B. During the performance of this Contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]
 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.
 7. The Contractor shall include the provisions of paragraphs 1) through 7) in every subcontract or Purchase Order unless exempted by rules, Regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended, so that such provisions shall be binding upon each Subcontractor or vendor or Supplier. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970].
- C. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws

END OF SECTION

SECTION 00 73 38

D/MBE & D/WBE REQUIREMENTS

This Project is subject to the following “Special Provisions for Disadvantaged Business Enterprises” of the Massachusetts Department of Environmental Protection Division of Municipal Services, February, 2016.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BACKGROUND

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

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

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

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

I. CONTRACT GOALS

The fair share goals for disadvantaged business enterprise (DBE) participation for this Contract are a minimum of **3.40 percent Disadvantaged Minority Business Enterprise (D/MBE)** participation and **3.80 percent Disadvantaged Women Business Enterprise (D/WBE)** participation, applicable to the total dollar amount paid for the construction Contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of Contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The Contractor shall require similar reports from its Subcontractors.

II. DEFINITIONS

For the purpose of these provisions, the following terms are defined as follows:

- A. Awarding Authority – Entity that awards a prime contract under a State Revolving Fund loan. Also “Owner”.
- B. Bidder - Any individual, partnership, joint venture, corporation, or firm submitting a price, directly or through an authorized representative, for the purpose of performing construction or construction related activities under a contract.
- C. Certified DBE – A DBE certified by the United States Small Business Administration, under its 8(a) Business Development Program (13 CFR part 124, subpart A) or its Small Disadvantaged Business Program (13 CFR part 124, subpart B); The United States Department of Transportation (DOT), under its regulations for Participation by DBEs in DOT programs (49 CFR parts 23 and 26); or SDO in accordance with 40 CFR part 33; provided that the certification meets the U.S. citizenship requirement under 40 CFR §33.202 or §33.203.
- D. Compliance Unit - A subdivision of MassDEP’s Affirmative Action Office designated to ensure compliance under these provisions.
- E. Contractor - Any business that contracts or subcontracts for construction, demolition, renovation, survey, or maintenance work in the various classifications customarily used in work and that is acting in this capacity under the subject Contract.
- F. Construction Related Services - Those services performed at the Work Site ancillary to, and/or in support of, the construction work, such as hauling, trucking, equipment operation, surveying or other technical services, etc. For the purposes hereof, supply and delivery of materials (e.g. pre-cast concrete elements) to the Site by a Supplier who has manufactured those goods, or substantially altered them before re-sales shall be considered as “Construction Related Services”.
- G. Construction Work - The activities at the Work Site, or labor and use of materials in the performance of constructing, reconstructing, erecting, demolishing, altering, installing, disassembling, excavating, etc., all or part of the work required by the Contract Documents.
- H. Disadvantaged Business Enterprise (DBE) - An entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm

(LAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

- I. Equipment Rental Firm - A firm that owns equipment and assumes actual and contractual responsibility for renting said equipment to perform a useful function of the work of the Contract consistent with normal industry practice.
- J. Good Faith Efforts – The race and/or gender neutral measures described in 40 CFR 33, subpart C.
- K. HUBZone - A historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified metropolitan counties, or lands within the external boundaries of an Indian reservation.
- L. HUBZone small business concern - A small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- M. Joint Venture - An agreement between SDO certified DBE and a non-DBE or non-DBE controlled enterprise.
 - 1. A pairing of companies will be considered a DBE joint venture if the SDO certified DBE which is part of the relationship has more than 51% of the profits that are derived from that project.
 - 2. A joint venture between a certified DBE Subcontractor and a non DBE Subcontractor, in which the DBE for that proportion of the joint venture’s contract equal to the DBE participation in the joint venture.
 - 3. Whenever a general Bid is filed by a joint venture with a certified DBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a DBE for that portion of the joint venture’s contract equal to the DBE participation in the joint venture.
- N. Labor surplus area firm (LSAF) - A concern that together with its first-tier Subcontractors will perform substantially in labor surplus areas (as identified by the Department of Labor in accordance with 20 CFR part 654). Performance is substantially in labor surplus areas if the costs incurred under the Contract on account of manufacturing, production or performance of appropriate services in labor surplus areas exceed 50 percent of the Contract Price.
- O. Letter of Intent – Certified document signed by the principal(s) of the DBE with respect to the Work to be performed under the Contract.
- P. Local Government Unit (LGU) – A city, town, or municipal district which applies for a loan under the Water Pollution Abatement Trust Program. Also “Owner”.

- Q. Material Supplier – A vendor or Supplier certified by SDO as a DBE in sales to supply industry from an established place of business or source of supply, and that vendor.
1. Manufactures goods from raw materials, or substantially utilizes them in the work, or substantially alters them before resale, entitling the general Contractor to DBE credit for 100% of the purchase order; or
 2. Provides and maintains a storage facility for materials utilized in the Work, entitling the general Contractor to DBE credit for 10% of the purchase order.
- R. Minority and Women Business Enterprise (M/WBE) – Any business concern certified by the SDO as a bona-fide M/WBE. A bona-fide M/WBE is a business whose minority group/women ownership interests are real, which have at least 51% ownership and control over management and operation.
- S. Percent of Total Contract Price – Is the percentage to be paid to the DBE for Work they perform, as compared to the total Contract Price.
- T. Recipient - An agency, person or political subdivision which has been awarded or received financial assistance by the Trust or MassDEP. Also “Owner”.
- U. Small business, small business concern or small business enterprise (SBE) - A concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR part 121.
- V. Small business in a rural area (SBRA) - A small business operating in an area identified as a rural county with a code 6-9 in the Rural-Urban continuum Classification Code developed by the United States Department of Agriculture in 1980.
- W. SDO – The Supplier Diversity Office.
- X. Subcontractor – A company, firm, joint venture, or individual who enters into an agreement with the Contractor to provide services pursuant to an award of financial assistance.
- Y. Total Contract Price – The total amount of compensation to be paid for all materials, Work or services rendered in the performance of the Contract.
- Z. Trust – The Massachusetts Clean Water Trust established by M.G.L. c.29.

III. DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

A. Reporting Requirements

1. The Contractor's utilization of certified DBEs will be documented based upon submittal of the LGU's monthly Payment Requisitions as reported on Form-2000. The Form-2000 form will show all certified DBEs performing work on the Project regardless of any billing activity for that month. For auditing and accounting purposes, the Contractor periodically may be required to submit copies of canceled checks verifying that payments have been made to the certified DBE as listed on the schedule. The Contractor may also be required to submit current schedules on utilization of all DBEs to indicate when their services will commence and be billed for.
2. During the life of the Contract, the Contractor's fulfillment of the percentage requirements in Part I shall be determined with reference to the Contract Price as follows:
 - a. If the price in the Contract executed exceeds the base Bid price (e.g., because an alternate was selected or because unit prices were used in awarding the Contract), the Contractor shall submit for approval by MassDEP a revised Schedule of Participation by certified DBEs satisfying the percentage requirements and such other information concerning additional DBE participation as may be requested by MassDEP.
 - b. If the Contract price increases after execution due to change orders or other adjustments, MassDEP may require the Contractor to subcontract additional work or to purchase additional goods and services from certified DBEs up to the percentages stated in Part I.

IV. COMPLIANCE

- A. The Contractor shall not perform with its own organization, or subcontract to any other primary or Subcontractor any Work designated for the named certified DBEs on the Schedule of Participation (Form EEO-DEP-190) submitted by the Contractor prior to award without the approval of MassDEP.
- B. A Contractor's compliance with the percentage requirement in Part I shall continue to be determined by reference to the required percentage of the total Contract Price as stated in Part I even though the total of actual Contract payments may be greater or less than the Bid price.

- C. If the Contractor for reasons beyond its control cannot comply with Schedule of Participation provided with its Bid, the Contractor must submit to MassDEP as soon as it is aware of the deficiency, the reason for its inability to comply. Proposed revisions to the Schedule of Participation stating how the Contractor intends to meet its obligations under these conditions must be submitted within ten (10) working days of notification.
- D. If the Contractor becomes aware by any means that that DBE is no longer certified, the Contractor shall immediately notify MassDEP. The Contractor shall use good faith efforts to retain a substitute certified DBE.
- E. If a certified DBE listed in the Schedule of Participation fails to obtain a performance or payment bond requested by the Contractor, said failure shall not entitle the Contractor to avoid the requirements of Part I or the Schedule of Participation. The Contractor shall not change the certified DBE listed in its Schedule of Participation at the time of the award or make any other such substitutions without the written approval of MassDEP.

V. SANCTIONS

- A. If the Contractor does not comply with the terms of these Special Provisions, the Awarding Authority may (1) suspend any payment for the Work that should have been performed by a certified DBE pursuant to the Schedule of Participation, or (2) require specific performance of the Contractor's obligation by requiring the Contractor to subcontract with a DBE for any contract or specialty item at the Contract Price established for that item in the Bid submitted by the Contractor.
- B. To the extent that the Contractor has not complied with the terms of these Special Provisions, the Awarding Authority may retain in connection with Estimates and Payments, an amount determined by multiplying the Contractor Price by the percentages in Section I, less the amount paid to DBE's for Work performed under the Contract and any payments already suspended under V.A above.
- C. The Awarding Authority may suspend, terminate or cancel this Contract, in whole or in part, or may call upon the Contractor's surety to perform all terms and conditions in the Contract, unless the Contractor is able to demonstrate his compliance with the terms of these Special Provisions, and further deny to the Contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.
- D. In any proceeding involving the imposition of sanctions by the Awarding Authority, no sanctions shall be imposed if the Awarding Authority finds that the Contractor has taken every possible measure to comply with these Special Provisions or that some other justifiable reason exists for waiving these Special Provisions in whole or in part.

- E. The Contract shall provide such information as is necessary in the judgment of the Awarding Authority to ascertain its compliance with the terms of these Special Provisions.
- F. A Contractor shall have the right to request suspension of any sanctions imposed under this section upon demonstrating that he is in compliance with these Special Provisions.

END OF SECTION

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DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF MUNICIPAL SERVICES

SCHEDULE OF PARTICIPATION FOR SRF CONSTRUCTION

Project Title: _____ **Project Location:** _____

Disadvantaged Minority Business Enterprise Participation in the SRF Loan Work

Name & Address of D/MBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		

Total D/MBE Commitment: \$ _____

Percentage D/MBE Participation = (Total D/MBE Commitment) / (Bid Price) = _____ %

Disadvantaged Women Business Enterprise Participation in the SRF Loan Work

Name & Address of D/WBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		

Total D/WBE Commitment: \$ _____

Percentage D/WBE Participation = (Total D/WBE Commitment) / (Bid Price) = _____ %

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

Name of Bidder: _____

Date: _____ By: _____
 Signature

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

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LETTER OF INTENT FOR SRF CONSTRUCTION

This form is to be completed by the D/MBE and D/WBE and must be submitted by the Bidder as part of the bid. A separate form must be completed for each D/MBE and D/WBE involved in the project.

Project Title: _____ Project Location: _____

TO: _____
 (Name of Bidder)

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

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

- An individual
- A partnership
- A corporation
- A joint venture with: _____
- Other (explain): _____

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

DBE PARTICIPATION

Description of Activity	Date of Project Commencement	\$ Amount	% Bid Price
		\$	%

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

BIDDER		DBE	
(Authorized Original Signature)	Date	(Authorized Original Signature)	Date
ADDRESS:		ADDRESS:	
TELEPHONE #:		TELEPHONE #:	
FEIN:		FEIN:	

ORIGINALS:

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

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

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DBE CERTIFICATION OF UNITED STATES CITIZENSHIP

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

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

SRF Project Number _____

Contract Number _____

Contract Title _____

DBE Subcontractor _____

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

Printed Name and Title of DBE Signatory

DBE Signature

Date

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DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
DBE SUBCONTRACTOR PARTICIPATION FORM

The United States Environmental Protection Agency (EPA) requires that this form be provided to all subcontractors on the project. At the option of the subcontractor, this form may be filled out and submitted directly to the EPA DBE Coordinator.

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME:	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature _____		Title/Date _____

Equivalent to EPA form 6100-2

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REQUEST FOR WAIVER FOR SRF CONSTRUCTION

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for DBE participation, the Bidder may seek relief either partially or entirely from these requirements by submitting a completed waiver package by the close of business on the third business day after notification by the LGU. Failure to comply with this process shall be cause to reject the bid thereby rendering the Bidder not eligible for award of the contract.

General Information

Project Title: _____ Project Location: _____
Bid Opening (time/date) _____
Bidder: _____
Mailing Address: _____
Contact Person: _____ Telephone No. () _____ Ext. _____

Minimum Requirements

The bidder must demonstrate that good faith efforts were undertaken to comply with the percentage goals as specified. The firm seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

- A. A detailed record of the effort made to contact and negotiate with disadvantaged minority and/or woman owned businesses, including:
 - 1. names, addresses, telephone numbers and contact dates of all such companies contacted;
 - 2. copies of written notice(s) which were sent to DBE potential subcontractors prior to bid opening;
 - 3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 - 4. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price.
 - 5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation;

- B. MassDEP may require the bidder to produce such additional information as it deems appropriate.
- C. No later than fifteen (15) days after submission of all required information and documentation, MassDEP shall make a determination, in writing, whether the waiver request is granted and shall provide that determination to the bidder and Awarding Authority. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my knowledge and that I have been authorized to act on behalf of the bidder in this matter.

(authorized original signature)

DATE

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SECTION 00 73 43

WAGE RATE REQUIREMENTS

The content of this Section does not represent or reflect all applicable Laws and Regulations and may only include excerpts and portions of certain Laws and Regulations. Other provisions required by statute shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable Laws and Regulations.

The Project is subject to minimum wage rates as issued by the Director of the Executive Office of Labor and Workforce Development (EOLWD), Department of Labor Standards (DLS) and the requirements of MGL Chapter 149, Sections 26, 27 and 27A to 27H.. Pursuant to MGL Chapter 149, Section 34B, wages paid to reserve police officers shall be the same prevailing rate of wage paid to regular police officers at the location of the Project.

Comply with requirements available on the Executive Office of Labor and Workforce Development website at <http://www.mass.gov/lwd/labor-standards/prevailing-wage-program>

Submit required records and statements of compliance in accordance with MGL Chapter 149, Section 27B using the latest Weekly Payroll and Compliance forms available on the EOLWD website.

This Project is also subject to Federal Minimum Wage Rates determined by the United States Department of Labor under the Davis-Bacon Act (40 USC 3141 et seq.).

Comply with requirements available on the U.S. Department of Labor Wage and Hour Division website at www.dol.gov/whd/govcontracts/dbra.htm

Wage determination schedules are included at the end of this section. In case of discrepancy between state wage rates and Federal wage rates, if any, and, the higher wage rates shall apply.

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**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**

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: Town of Nantucket, MA
Contract Number: 229123 **City/Town:** NANTUCKET
Description of Work: Surfside Wastewater Treatment Facility Upgrades - Not limited to construction of a new headworks building, demolition and replacement of process equipment, and site improvements.
Job Location: 980 Washington Street, Suite 325

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	06/01/2016	\$32.90	\$11.50	\$7.10	\$0.00	\$51.50
	12/01/2016	\$33.90	\$11.50	\$7.10	\$0.00	\$52.50
	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
2	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
3	70	\$29.13	\$6.97	\$11.35	\$0.00	\$47.45
4	75	\$31.22	\$6.97	\$12.16	\$0.00	\$50.35
5	80	\$33.30	\$6.97	\$12.97	\$0.00	\$53.24
6	85	\$35.38	\$6.97	\$13.78	\$0.00	\$56.13
7	90	\$37.46	\$6.97	\$14.59	\$0.00	\$59.02
8	95	\$39.54	\$6.97	\$15.40	\$0.00	\$61.91

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2016	\$50.76	\$10.18	\$19.22	\$0.00	\$80.16
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	02/01/2017	\$51.33	\$10.18	\$19.22	\$0.00	\$80.73

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$10.18	\$19.22	\$0.00	\$54.78
2	60	\$30.46	\$10.18	\$19.22	\$0.00	\$59.86
3	70	\$35.53	\$10.18	\$19.22	\$0.00	\$64.93
4	80	\$40.61	\$10.18	\$19.22	\$0.00	\$70.01
5	90	\$45.68	\$10.18	\$19.22	\$0.00	\$75.08

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.67	\$10.18	\$19.22	\$0.00	\$55.07
2	60	\$30.80	\$10.18	\$19.22	\$0.00	\$60.20
3	70	\$35.93	\$10.18	\$19.22	\$0.00	\$65.33
4	80	\$41.06	\$10.18	\$19.22	\$0.00	\$70.46
5	90	\$46.20	\$10.18	\$19.22	\$0.00	\$75.60

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$36.95	\$7.45	\$14.00	\$0.00	\$58.40
	12/01/2016	\$37.95	\$7.45	\$14.00	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.80	\$7.45	\$14.00	\$0.00	\$57.25
	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.80	\$7.45	\$14.00	\$0.00	\$57.25
	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 1 (Metro Boston)</i>	09/01/2016	\$45.01	\$9.80	\$16.82	\$0.00	\$71.63
	03/01/2017	\$46.09	\$9.80	\$16.82	\$0.00	\$72.71
	09/01/2017	\$47.21	\$9.80	\$16.82	\$0.00	\$73.83
	03/01/2018	\$48.32	\$9.80	\$16.82	\$0.00	\$74.94
	09/01/2018	\$49.47	\$9.80	\$16.82	\$0.00	\$76.09
	03/01/2019	\$50.62	\$9.80	\$16.82	\$0.00	\$77.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$45.23	\$10.00	\$15.15	\$0.00	\$70.38
	12/01/2016	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	06/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63
	12/01/2017	\$48.48	\$10.00	\$15.15	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$15.15	\$0.00	\$55.55
	12/01/2016	\$31.27	\$10.00	\$15.15	\$0.00	\$56.42
	06/01/2017	\$31.96	\$10.00	\$15.15	\$0.00	\$57.11
	12/01/2017	\$32.65	\$10.00	\$15.15	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.68	\$0.00	\$0.47	\$0.00	\$16.15
2	42	\$16.47	\$0.00	\$0.49	\$0.00	\$16.96
3	45	\$17.64	\$8.90	\$0.53	\$0.00	\$27.07
4	48	\$18.82	\$8.90	\$3.42	\$0.00	\$31.14
5	50	\$19.61	\$8.90	\$3.55	\$0.00	\$32.06
6	55	\$21.57	\$8.90	\$3.83	\$0.00	\$34.30
7	60	\$23.53	\$8.90	\$4.12	\$0.00	\$36.55
8	65	\$25.49	\$8.90	\$4.39	\$0.00	\$38.78
9	70	\$27.45	\$8.90	\$4.68	\$0.00	\$41.03
10	75	\$29.41	\$8.90	\$4.96	\$0.00	\$43.27

Notes:
Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2016	\$54.53	\$14.43	\$14.96	\$0.00	\$83.92
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.27	\$14.43	\$0.00	\$0.00	\$41.70
2	55	\$29.99	\$14.43	\$14.96	\$0.00	\$59.38
3	65	\$35.44	\$14.43	\$14.96	\$0.00	\$64.83
4	70	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
5	80	\$43.62	\$14.43	\$14.96	\$0.00	\$73.01

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2016	\$41.03	\$10.00	\$14.90	\$0.00	\$65.93
	11/01/2016	\$41.62	\$10.00	\$14.90	\$0.00	\$66.52
	05/01/2017	\$42.50	\$10.00	\$14.90	\$0.00	\$67.40
	11/01/2017	\$43.23	\$10.00	\$14.90	\$0.00	\$68.13
	05/01/2018	\$43.94	\$10.00	\$14.90	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2016	\$42.47	\$10.00	\$14.90	\$0.00	\$67.37
	11/01/2016	\$43.07	\$10.00	\$14.90	\$0.00	\$67.97
	05/01/2017	\$43.96	\$10.00	\$14.90	\$0.00	\$68.86
	11/01/2017	\$44.69	\$10.00	\$14.90	\$0.00	\$69.59
	05/01/2018	\$45.41	\$10.00	\$14.90	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2016	\$21.88	\$10.00	\$14.90	\$0.00	\$46.78
	11/01/2016	\$22.23	\$10.00	\$14.90	\$0.00	\$47.13
	05/01/2017	\$22.76	\$10.00	\$14.90	\$0.00	\$47.66
	11/01/2017	\$23.18	\$10.00	\$14.90	\$0.00	\$48.08
	05/01/2018	\$23.61	\$10.00	\$14.90	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$36.71	\$10.00	\$15.15	\$0.00	\$61.86
	12/01/2016	\$37.75	\$10.00	\$15.15	\$0.00	\$62.90
	06/01/2017	\$38.59	\$10.00	\$15.15	\$0.00	\$63.74
	12/01/2017	\$39.42	\$10.00	\$15.15	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
	12/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$15.15	\$0.00	\$55.55
	12/01/2016	\$31.27	\$10.00	\$15.15	\$0.00	\$56.42
	06/01/2017	\$31.96	\$10.00	\$15.15	\$0.00	\$57.11
	12/01/2017	\$32.65	\$10.00	\$15.15	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2016	\$35.58	\$10.70	\$8.25	\$0.00	\$54.53
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.79	\$10.70	\$1.00	\$0.00	\$29.49
2	56	\$20.01	\$10.70	\$1.00	\$0.00	\$31.71
3	63	\$22.24	\$10.70	\$1.50	\$0.00	\$34.44
4	69	\$24.46	\$10.70	\$1.50	\$0.00	\$36.66
5	75	\$26.69	\$10.70	\$2.00	\$0.00	\$39.39
6	81	\$28.91	\$10.70	\$2.00	\$0.00	\$41.61
7	88	\$31.13	\$10.70	\$8.00	\$0.00	\$49.83
8	94	\$33.36	\$10.70	\$8.00	\$0.00	\$52.06

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.33	\$10.00	\$0.00	\$0.00	\$34.33
2	60	\$26.54	\$10.00	\$15.15	\$0.00	\$51.69
3	65	\$28.75	\$10.00	\$15.15	\$0.00	\$53.90
4	70	\$30.96	\$10.00	\$15.15	\$0.00	\$56.11
5	75	\$33.17	\$10.00	\$15.15	\$0.00	\$58.32
6	80	\$35.38	\$10.00	\$15.15	\$0.00	\$60.53
7	85	\$37.60	\$10.00	\$15.15	\$0.00	\$62.75
8	90	\$39.81	\$10.00	\$15.15	\$0.00	\$64.96

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.01	\$10.00	\$0.00	\$0.00	\$35.01
2	60	\$27.29	\$10.00	\$15.15	\$0.00	\$52.44
3	65	\$29.56	\$10.00	\$15.15	\$0.00	\$54.71
4	70	\$31.84	\$10.00	\$15.15	\$0.00	\$56.99
5	75	\$34.11	\$10.00	\$15.15	\$0.00	\$59.26
6	80	\$36.38	\$10.00	\$15.15	\$0.00	\$61.53
7	85	\$38.66	\$10.00	\$15.15	\$0.00	\$63.81
8	90	\$40.93	\$10.00	\$15.15	\$0.00	\$66.08

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2016	\$35.60	\$10.70	\$14.79	\$1.83	\$62.92
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 223</i>	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2016	\$35.60	\$10.70	\$14.79	\$1.83	\$62.92
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2016	\$40.58	\$11.75	\$14.20	\$0.00	\$66.53
	09/01/2017	\$42.38	\$11.75	\$14.20	\$0.00	\$68.33
	09/01/2018	\$44.40	\$11.75	\$14.20	\$0.00	\$70.35
	09/01/2019	\$46.65	\$11.75	\$14.20	\$0.00	\$72.60

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.29	\$11.75	\$10.45	\$0.00	\$42.49
2	60	\$24.35	\$11.75	\$11.20	\$0.00	\$47.30
3	70	\$28.41	\$11.75	\$11.95	\$0.00	\$52.11
4	80	\$32.46	\$11.75	\$12.70	\$0.00	\$56.91

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.19	\$11.75	\$10.45	\$0.00	\$43.39
2	60	\$25.43	\$11.75	\$11.20	\$0.00	\$48.38
3	70	\$29.67	\$11.75	\$11.95	\$0.00	\$53.37
4	80	\$33.90	\$11.75	\$12.70	\$0.00	\$58.35

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2016	\$34.71	\$7.70	\$16.00	\$0.00	\$58.41
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$24.30	\$7.70	\$16.00	\$0.00	\$48.00
2	75	\$26.03	\$7.70	\$16.00	\$0.00	\$49.73
3	80	\$27.77	\$7.70	\$16.00	\$0.00	\$51.47
4	85	\$29.50	\$7.70	\$16.00	\$0.00	\$53.20
5	90	\$31.24	\$7.70	\$16.00	\$0.00	\$54.94
6	95	\$32.97	\$7.70	\$16.00	\$0.00	\$56.67

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.45	\$12.65	\$0.00	\$39.09
2	70	\$22.16	\$7.45	\$12.65	\$0.00	\$42.26
3	80	\$25.32	\$7.45	\$12.65	\$0.00	\$45.42
4	90	\$28.49	\$7.45	\$12.65	\$0.00	\$48.59

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.45	\$12.65	\$0.00	\$39.54
2	70	\$22.68	\$7.45	\$12.65	\$0.00	\$42.78
3	80	\$25.92	\$7.45	\$12.65	\$0.00	\$46.02
4	90	\$29.16	\$7.45	\$12.65	\$0.00	\$49.26

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2015	\$31.35	\$7.45	\$12.60	\$0.00	\$51.40
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
	02/01/2017	\$39.24	\$10.18	\$17.78	\$0.00	\$67.20

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

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.18	\$17.78	\$0.00	\$47.35
2	60	\$23.27	\$10.18	\$17.78	\$0.00	\$51.23
3	70	\$27.15	\$10.18	\$17.78	\$0.00	\$55.11
4	80	\$31.02	\$10.18	\$17.78	\$0.00	\$58.98
5	90	\$34.90	\$10.18	\$17.78	\$0.00	\$62.86

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.62	\$10.18	\$17.78	\$0.00	\$47.58
2	60	\$23.54	\$10.18	\$17.78	\$0.00	\$51.50
3	70	\$27.47	\$10.18	\$17.78	\$0.00	\$55.43
4	80	\$31.39	\$10.18	\$17.78	\$0.00	\$59.35
5	90	\$35.32	\$10.18	\$17.78	\$0.00	\$63.28

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2016	\$50.80	\$10.18	\$19.22	\$0.00	\$80.20
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$51.37	\$10.18	\$19.22	\$0.00	\$80.77

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

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.18	\$19.22	\$0.00	\$54.80
2	60	\$30.48	\$10.18	\$19.22	\$0.00	\$59.88
3	70	\$35.56	\$10.18	\$19.22	\$0.00	\$64.96
4	80	\$40.64	\$10.18	\$19.22	\$0.00	\$70.04
5	90	\$45.72	\$10.18	\$19.22	\$0.00	\$75.12

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.69	\$10.18	\$19.22	\$0.00	\$55.09
2	60	\$30.82	\$10.18	\$19.22	\$0.00	\$60.22
3	70	\$35.96	\$10.18	\$19.22	\$0.00	\$65.36
4	80	\$41.10	\$10.18	\$19.22	\$0.00	\$70.50
5	90	\$46.23	\$10.18	\$19.22	\$0.00	\$75.63

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70
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Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.08	\$9.80	\$4.48	\$0.00	\$33.36
2	65	\$22.55	\$9.80	\$13.36	\$0.00	\$45.71
3	75	\$26.02	\$9.80	\$14.18	\$0.00	\$50.00
4	85	\$29.49	\$9.80	\$14.99	\$0.00	\$54.28

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$22.41	\$10.00	\$15.15	\$0.00	\$47.56
	12/01/2016	\$23.06	\$10.00	\$15.15	\$0.00	\$48.21
	06/01/2017	\$23.57	\$10.00	\$15.15	\$0.00	\$48.72
	12/01/2017	\$24.09	\$10.00	\$15.15	\$0.00	\$49.24

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$26.29	\$10.00	\$15.15	\$0.00	\$51.44
	12/01/2016	\$27.04	\$10.00	\$15.15	\$0.00	\$52.19
	06/01/2017	\$27.64	\$10.00	\$15.15	\$0.00	\$52.79
	12/01/2017	\$28.25	\$10.00	\$15.15	\$0.00	\$53.40

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

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

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$7.85	\$0.00	\$0.00	\$28.53
2	55	\$22.75	\$7.85	\$3.66	\$0.00	\$34.26
3	60	\$24.82	\$7.85	\$3.99	\$0.00	\$36.66
4	65	\$26.88	\$7.85	\$4.32	\$0.00	\$39.05
5	70	\$28.95	\$7.85	\$14.11	\$0.00	\$50.91
6	75	\$31.02	\$7.85	\$14.44	\$0.00	\$53.31
7	80	\$33.09	\$7.85	\$14.77	\$0.00	\$55.71
8	90	\$37.22	\$7.85	\$15.44	\$0.00	\$60.51

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

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

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.71	\$7.85	\$0.00	\$0.00	\$27.56
2	55	\$21.68	\$7.85	\$3.66	\$0.00	\$33.19
3	60	\$23.65	\$7.85	\$3.99	\$0.00	\$35.49
4	65	\$25.62	\$7.85	\$4.32	\$0.00	\$37.79
5	70	\$27.59	\$7.85	\$14.11	\$0.00	\$49.55
6	75	\$29.57	\$7.85	\$14.44	\$0.00	\$51.86
7	80	\$31.54	\$7.85	\$14.77	\$0.00	\$54.16
8	90	\$35.48	\$7.85	\$15.44	\$0.00	\$58.77

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.01	\$7.85	\$0.00	\$0.00	\$26.86
2	55	\$20.91	\$7.85	\$3.66	\$0.00	\$32.42
3	60	\$22.81	\$7.85	\$3.99	\$0.00	\$34.65
4	65	\$24.71	\$7.85	\$4.32	\$0.00	\$36.88
5	70	\$26.61	\$7.85	\$14.11	\$0.00	\$48.57
6	75	\$28.52	\$7.85	\$14.44	\$0.00	\$50.81
7	80	\$30.42	\$7.85	\$14.77	\$0.00	\$53.04
8	90	\$34.22	\$7.85	\$15.44	\$0.00	\$57.51

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
2	60	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
3	70	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
4	75	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
5	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
7	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPELAYER LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.95	\$11.00	\$1.50	\$0.00	\$27.45
2	50	\$18.69	\$11.00	\$1.50	\$0.00	\$31.19
3	60	\$22.43	\$11.00	\$7.85	\$0.00	\$41.28
4	70	\$26.17	\$11.00	\$11.66	\$0.00	\$48.83
5	80	\$29.90	\$11.00	\$14.20	\$0.00	\$55.10

Notes:
Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 51	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER LABORERS - ZONE 2	06/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
	12/01/2016	\$33.40	\$7.45	\$12.65	\$0.00	\$53.50

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>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$30.40	\$10.00	\$15.15	\$0.00	\$55.55
	12/01/2016	\$31.27	\$10.00	\$15.15	\$0.00	\$56.42
	06/01/2017	\$31.96	\$10.00	\$15.15	\$0.00	\$57.11
	12/01/2017	\$32.65	\$10.00	\$15.15	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 59</i>	06/01/2008	\$19.00	\$5.10	\$4.21	\$0.00	\$28.31
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 1 (Residential Wood)</i>	04/01/2015	\$41.52	\$9.80	\$15.61	\$0.00	\$66.93
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> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	04/01/2015	\$29.80	\$7.00	\$6.31	\$0.00	\$43.11

Apprentice - CARPENTER (Residential Wood Frame) - Zone 1

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.88	\$7.00	\$0.00	\$0.00	\$24.88
2	60	\$17.88	\$7.00	\$0.00	\$0.00	\$24.88
3	65	\$19.37	\$7.00	\$6.31	\$0.00	\$32.68
4	70	\$20.86	\$7.00	\$6.31	\$0.00	\$34.17
5	75	\$22.35	\$7.00	\$6.31	\$0.00	\$35.66
6	80	\$23.84	\$7.00	\$6.31	\$0.00	\$37.15
7	85	\$25.33	\$7.00	\$6.31	\$0.00	\$38.64
8	90	\$26.82	\$7.00	\$6.31	\$0.00	\$40.13

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2016	\$41.11	\$11.00	\$13.00	\$0.00	\$65.11
	02/01/2017	\$42.26	\$11.00	\$13.00	\$0.00	\$66.26
	08/01/2017	\$43.36	\$11.00	\$13.00	\$0.00	\$67.36
	02/01/2018	\$44.51	\$11.00	\$13.00	\$0.00	\$68.51
	08/01/2018	\$45.61	\$11.00	\$13.00	\$0.00	\$69.61
	02/01/2019	\$46.76	\$11.00	\$13.00	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.56	\$11.00	\$3.44	\$0.00	\$35.00
2	60	\$24.67	\$11.00	\$13.00	\$0.00	\$48.67
3	65	\$26.72	\$11.00	\$13.00	\$0.00	\$50.72
4	75	\$30.83	\$11.00	\$13.00	\$0.00	\$54.83
5	85	\$34.94	\$11.00	\$13.00	\$0.00	\$58.94

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.13	\$11.00	\$3.44	\$0.00	\$35.57
2	60	\$25.36	\$11.00	\$13.00	\$0.00	\$49.36
3	65	\$27.47	\$11.00	\$13.00	\$0.00	\$51.47
4	75	\$31.70	\$11.00	\$13.00	\$0.00	\$55.70
5	85	\$35.92	\$11.00	\$13.00	\$0.00	\$59.92

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2016	\$41.36	\$11.00	\$13.00	\$0.00	\$65.36
	02/01/2017	\$42.51	\$11.00	\$13.00	\$0.00	\$66.51
	08/01/2017	\$43.61	\$11.00	\$13.00	\$0.00	\$67.61
	02/01/2018	\$44.76	\$11.00	\$13.00	\$0.00	\$68.76
	08/01/2018	\$45.86	\$11.00	\$13.00	\$0.00	\$69.86
	02/01/2019	\$47.01	\$11.00	\$13.00	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2016	\$35.60	\$10.70	\$14.79	\$1.83	\$62.92
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.24	\$10.70	\$3.51	\$0.87	\$29.32
2	45	\$16.02	\$10.70	\$3.95	\$0.94	\$31.61
3	50	\$17.80	\$10.70	\$9.33	\$1.15	\$38.98
4	55	\$19.58	\$10.70	\$9.33	\$1.21	\$40.82
5	60	\$21.36	\$10.70	\$12.08	\$1.32	\$45.46
6	65	\$23.14	\$10.70	\$12.31	\$1.38	\$47.53
7	70	\$24.92	\$10.70	\$12.54	\$1.44	\$49.60
8	75	\$26.70	\$10.70	\$12.77	\$1.51	\$51.68
9	80	\$28.48	\$10.70	\$12.99	\$1.57	\$53.74
10	85	\$30.26	\$10.70	\$13.22	\$1.63	\$55.81

Notes:

Apprentice to Journeyworker Ratio:1:3

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2016	\$48.99	\$8.67	\$16.80	\$0.00	\$74.46
	10/01/2016	\$49.93	\$8.52	\$17.05	\$0.00	\$75.50
	03/01/2017	\$50.83	\$8.52	\$17.05	\$0.00	\$76.40

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.15	\$8.67	\$8.55	\$0.00	\$34.37
2	40	\$19.60	\$8.67	\$8.55	\$0.00	\$36.82
3	45	\$22.05	\$8.67	\$8.55	\$0.00	\$39.27
4	50	\$24.50	\$8.67	\$8.55	\$0.00	\$41.72
5	55	\$26.94	\$8.67	\$8.55	\$0.00	\$44.16
6	60	\$29.39	\$8.67	\$8.55	\$0.00	\$46.61
7	65	\$31.84	\$8.67	\$8.55	\$0.00	\$49.06
8	70	\$34.29	\$8.67	\$8.55	\$0.00	\$51.51
9	75	\$36.74	\$8.67	\$8.55	\$0.00	\$53.96
10	80	\$39.19	\$8.67	\$8.55	\$0.00	\$56.41

Effective Date - 10/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.48	\$8.52	\$8.55	\$0.00	\$34.55
2	40	\$19.97	\$8.52	\$8.55	\$0.00	\$37.04
3	45	\$22.47	\$8.52	\$8.55	\$0.00	\$39.54
4	50	\$24.97	\$8.52	\$8.55	\$0.00	\$42.04
5	55	\$27.46	\$8.52	\$8.55	\$0.00	\$44.53
6	60	\$29.96	\$8.52	\$10.05	\$0.00	\$48.53
7	65	\$32.45	\$8.52	\$10.05	\$0.00	\$51.02
8	70	\$34.95	\$8.52	\$10.05	\$0.00	\$53.52
9	75	\$37.45	\$8.52	\$10.05	\$0.00	\$56.02
10	80	\$39.94	\$8.52	\$10.05	\$0.00	\$58.51

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2016	\$49.70	\$10.18	\$19.22	\$0.00	\$79.10
	02/01/2017	\$50.27	\$10.18	\$19.22	\$0.00	\$79.67

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.18	\$19.22	\$0.00	\$54.25
2	60	\$29.82	\$10.18	\$19.22	\$0.00	\$59.22
3	70	\$34.79	\$10.18	\$19.22	\$0.00	\$64.19
4	80	\$39.76	\$10.18	\$19.22	\$0.00	\$69.16
5	90	\$44.73	\$10.18	\$19.22	\$0.00	\$74.13

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.14	\$10.18	\$19.22	\$0.00	\$54.54
2	60	\$30.16	\$10.18	\$19.22	\$0.00	\$59.56
3	70	\$35.19	\$10.18	\$19.22	\$0.00	\$64.59
4	80	\$40.22	\$10.18	\$19.22	\$0.00	\$69.62
5	90	\$45.24	\$10.18	\$19.22	\$0.00	\$74.64

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$37.20	\$7.45	\$14.00	\$0.00	\$58.65
	12/01/2016	\$38.20	\$7.45	\$14.00	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.92	\$7.45	\$14.00	\$0.00	\$57.37
	12/01/2016	\$36.92	\$7.45	\$14.00	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2016	\$35.80	\$7.45	\$14.00	\$0.00	\$57.25
	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$43.81	\$10.00	\$15.15	\$0.00	\$68.96
	12/01/2016	\$45.04	\$10.00	\$15.15	\$0.00	\$70.19
	06/01/2017	\$46.03	\$10.00	\$15.15	\$0.00	\$71.18
	12/01/2017	\$47.02	\$10.00	\$15.15	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2016	\$48.08	\$7.45	\$14.40	\$0.00	\$69.93
	12/01/2016	\$49.08	\$7.45	\$14.40	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2016	\$50.08	\$7.45	\$14.40	\$0.00	\$71.93
	12/01/2016	\$51.08	\$7.45	\$14.40	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2016	\$40.15	\$7.45	\$14.40	\$0.00	\$62.00
	12/01/2016	\$41.15	\$7.45	\$14.40	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2016	\$42.15	\$7.45	\$14.40	\$0.00	\$64.00
	12/01/2016	\$43.15	\$7.45	\$14.40	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.23	\$10.00	\$15.15	\$0.00	\$69.38
	12/01/2016	\$45.48	\$10.00	\$15.15	\$0.00	\$70.63
	06/01/2017	\$46.48	\$10.00	\$15.15	\$0.00	\$71.63
	12/01/2017	\$47.48	\$10.00	\$15.15	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2016	\$37.38	\$11.00	\$16.10	\$0.00	\$64.48
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/28/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.50	\$3.30	\$0.00	\$37.41
2	65	\$28.83	\$7.50	\$3.36	\$0.00	\$39.69
3	70	\$31.05	\$7.50	\$3.43	\$0.00	\$41.98
4	75	\$33.26	\$7.50	\$5.00	\$0.00	\$45.76
5	80	\$35.48	\$7.50	\$5.06	\$0.00	\$48.04
6	85	\$37.70	\$7.50	\$5.13	\$0.00	\$50.33
7	90	\$39.92	\$7.50	\$7.20	\$0.00	\$54.62

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

General Decision Number: MA160001 09/16/2016 MA1

Superseded General Decision Number: MA20150001

State: Massachusetts

Construction Type: Building

Counties: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk and Suffolk Counties in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/19/2016
4	04/01/2016
5	04/08/2016
6	05/13/2016
7	06/17/2016
8	07/08/2016
9	07/15/2016
10	08/26/2016
11	09/02/2016
12	09/16/2016

ASBE0006-001 09/01/2015

Rates Fringes

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems		
(ZONE A).....	\$ 43.81	25.65
(ZONE B).....	\$ 39.43	25.65

ZONES:

ZONE A
BARNSTABLE COUNTY (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet, Yarmouth)
BRISTOL COUNTY (Easton), MIDDLESEX COUNTY, and NORFOLK

COUNTY (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth)

ZONE B

BARNSTABLE COUNTY (Barnstable, Bourne, Falmouth, Mashpee, Sandwich), BRISTOL COUNTY (All cities except Easton),and NORFOLK COUNTY (Bellingham, Franklin, Plainville)

ASBE0006-002 12/01/2015

BARNSTABLE (Brewster, Chatham, Dennis, Eastham, Harwich, Orleans, Provincetown, Truro, Wellfleet and Yarmouth); BRISTOL (Easton); ESSEX; MIDDLESEX; NORFOLK (Avon, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Holbrook, Hull, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon Stoughton, Walpole, Wellesley, Westwood, and Weymouth) AND SUFFOLK COUNTIES

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 32.23 18.65

ASBE0006-010 09/01/2015

BARNSTABLE (Barnstable, Bourne, Falmouth, Mashpee and Sandwich); BRISTOL (Acushnet, Attleboro city, Berkeley, Dartmouth, Dighton, Fairhaven, Fall river City, Freetown, Marion, Mansfield, New Bedford City, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton City and Westport); DUKES; NANTUCKET; NORFOLK (Bellingham, Franklin, Plainville, and Wrentham); PLYMOUTH (Lakeville, Mattapoissett, Middleboro, Rochester and Wareham)

Rates Fringes

Insulator/asbestos worker
(Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.)....\$ 39.43 25.65

BOIL0029-001 01/01/2016

Rates Fringes

BOILERMAKER.....\$ 41.62 24.42

BRMA0001-008 03/01/2016

FOXBORO CHAPTER
BRISTOL (Attleboro, Berkley, Dighton, Mansfield, North

Attleboro, Norton, Raynham, Rehoboth, Seekonk, Taunton) AND NORFOLK (Bellingham, Canton, Dedham, Foxboro, Franklin, Norfolk, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham) COUNTIES

Rates Fringes

Bricklayer, Cement Mason, Plasterer.....\$ 47.76 31.42

BRMA0001-009 03/01/2016

LOWELL CHAPTER MIDDLESEX (Acton, Asby, Ayer, Bedford, Billerica, Boxboro, Carlisle, Chemsford, Dracut, Dunstable, Ft. Denvens, Groton, Littleton, Lowell, North Acton, Pepperell, Shirley, South Acton, Tewksbury, Townsend, Tyngsboro, West Acton, Westford, Wilmington)

Rates Fringes

Bricklayer and plasterer.....\$ 47.76 31.42

BRMA0001-010 03/01/2016

LOWELL CHAPTER MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

Rates Fringes

BRICKLAYER.....\$ 47.76 31.42

BRMA0003-001 02/01/2016

Rates Fringes

Marble & Tile Finisher.....\$ 38.08 29.58
Marble, Tile & Terrazzo Workers.....\$ 49.90 31.31
TERRAZZO FINISHER.....\$ 48.80 31.15

BRMA0003-003 02/01/2016

BOSTON CHAPTER MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford, Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

Rates Fringes

BRICKLAYER.....\$ 49.86 31.36

BRMA0003-006 02/01/2016

LYNN CHAPTER ESSEX (Amesbury, Andover, Beverly, Boxford, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salisbury, Salem,

Saugus, Swampscott, Topsfield Wakefield, Wenham, West Newbury);
and MIDDLESEX (Reading, North Reading, Wakefield)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 49.86	31.36

BRMA0003-007 02/01/2016

WALTHAM CHAPTER
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln,
Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston,
Winchester, Woburn)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 49.86	31.36

BRMA0003-008 02/01/2016

NEWTON CHAPTER
MIDDLESEX (Newton) and NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 49.86	31.36

BRMA0003-009 02/01/2016

NEW BEDFORD
BARNSTABLE; BRISTOL (Acushnet, Darmouth, Farhaven, Fall River,
Freetown, New Bedford, Somerset, Swansea, Westport); DUKES; and
NANTUCKET COUNTIES

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 49.86	31.36

BRMA0003-010 02/01/2016

QUINCY CHAPTER
NORFOLK COUNTY (Avon, Braintree, Cohasset, Holbrook, Quincy,
Randolph, Soughton, Weymouth)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 49.86	31.36

CARP0026-001 03/01/2016

BRISTOL (Attleborough, North Attleborough); ESSEX; MIDDLESEX
(Except Belmont, Cambridge, Everett, Malden, Medford,
Somerville); AND NORFOLK (Bellingham, Canton, Foxboro,
Franklin, Medfield, Medway, Millis, Needham, Norfolk, Norwood,
Plainville, Sharon, Walpole, Wellesley, Westwood, Wrentham)

	Rates	Fringes
CARPENTER.....	\$ 37.10	27.12

CARP0033-001 03/01/2016		

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
CARPENTER.....	\$ 43.92	27.57

CARP0056-011 08/01/2015		

SUFFOLK (All of County); and those areas of BARNSTABLE, BRISTOL, ESSEX, MIDDLESEX & NORFOLK COUNTIES situated inside Boston Beltway (I-495) and North of Cape Cod Canal. ALL of DUKES AND NANTUCKET COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

CARP0056-012 08/01/2015		

The areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

CARP0056-013 08/01/2015		

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.04	29.73

CARP0424-003 03/01/2016		

NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth, Quincy)

	Rates	Fringes
CARPENTER.....	\$ 37.10	27.12

CARP0624-005 03/01/2016		

DUKES; NANTUCKET

	Rates	Fringes
CARPENTER.....	\$ 43.92	27.57

CARP0624-007 03/01/2016

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 37.10	27.12

CARP1121-001 10/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 36.79	28.38

CARP2168-001 03/01/2016

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 42.13	28.04

CARP2168-004 03/01/2016

BRISTOL; ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); Remainder of Norfolk County

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 42.13	28.04

CARP2168-005 03/01/2016

BARNSTABALE; DUKES; AND NANTUCKET

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 42.13	28.04

ELEC0096-001 12/01/2015

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.37	11%+18.26
Teledata System Installer.....	\$ 26.83	3%+20.46

ELEC0099-001 06/01/2016

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.83	58.39%
Teledata System Installer.....	\$ 27.62	13.42%+13.57

ELEC0103-001 03/01/2016

ESSEX; MIDDLESEX (Excluding Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend); NORFOLK (Excluding Avon, Holbrook, Plainville, Randolph, Stoughton) SUFFOLK

	Rates	Fringes
Teledata System Installer.....	\$ 34.63	28.07

ELEC0103-002 03/01/2016

ESSEX (Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, West Newbury); MIDDLESEX (Bedford, Billerica, Boxboro, Burlington, Carlisle, Chelmsford, Dracut, Dunstable littleton, Lowell, North Reading, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
ELECTRICIAN.....	\$ 46.17	30.08

ELEC0103-004 03/01/2016

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 46.17	30.08

ELEC0103-005 03/01/2016

ESSEX (Lynn, Lynnfield, Nahant, Saugus, Swampscott); MIDDLESEX (Acton, Arlington, Belmont, Cambridge, Concord, Everett, Framingham, Holliston, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklino, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth, Wrentham); PLYMOUTH (Hingham and Hull);SUFFOLK

	Rates	Fringes
ELECTRICIAN.....	\$ 46.17	30.08

ELEC0104-001 08/28/2016

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 44.35	24.66+A
Equipment Operator.....	\$ 37.70	21.58+A
Groundman.....	\$ 24.39	9.96+A
Lineman.....	\$ 44.35	24.66+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day;

Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

* ELEC0223-005 09/01/2016

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.21	27.75%+10.60

* ELEC0223-006 09/01/2016

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
Teledata System Installer.....	\$ 33.33	27.75%+10.35

ELEV0004-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.53	29.985+a+b

FOOTNOTE FOR ELEVATOR MECHANICS:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-001 06/01/2016

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 44.23	26.05+A
Group 2.....	\$ 43.81	26.05+A
Group 3.....	\$ 30.40	26.05+A
Group 4.....	\$ 36.71	26.05+A
Group 5.....	\$ 22.41	26.05+A
Group 6.....	\$ 26.29	26.05+A

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Labor Day, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

- Over 150 ft. +2.12
- Over 185 ft. +3.72
- Over 210 ft. +5.23

Over 250 ft. +7.92
Over 295 ft. +10.97
Over 350 ft. +12.76

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Crane; shovel; truck crane; cherry picker; dragline; trench hoe; backhoe; three drum machine; derrick; pile driver; elevator tower; hoist; gradall; shovel dozer; front end loader; fork lift; suger; boring machine; rotaryu drill; post hole hammer; post hole digger; pumpcrete machine; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer; timber jack

Group 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; york rake; mulching machine; portable steam boiler; portable steam generator; roller; spreader; tamper (self propelled or tractor drawn); asphalt paver; mechanic - maintenance; paving screed machine; stationary steam boiler; paving concrete finishing machine; cal truck; ballast regulator; switch tamper; rail anchor machine; tire truck

Group 3: Pumps (1-3 grouped); compressor; welding machine (1-3 grouped); generator; concrete vibrator; heater (power driven 1- 5); well point system (operating); syphon-pulsometer; concrete mixer; valves controlling permanent plant air or steam; conveyor; Jackson type tamper; single diaphragm pump; lighting plant

Group 4: Assistant engineer (fireman)

Group 5: Oiler (other than truck cranes and gradalls)

Group 6: Oiler (on truck cranes and gradalls) stant engineer (on truck crane and gradall)

IRON0007-006 03/16/2016

AREA 1: BRISTOL (Easton); ESSEX (Beverly, Gloucester, Lynn,Lynnfield, Manchester, Marblehead, Nahant, Rockport, Salem, Saugus, Swampscott); MIDDLESEX (Arlington, Bedford, Belmont, Burlington, Cambridge, Carlisle, Concord, Dunstable, Everett, Framingham, Lexington, Lincoln, Malden, Maynard, Medford, Melrose, Natick, Newton, Reading, Sherborn, Somerville, Stoneham, Sudbury, Wakefield, Waltham, Watertown, Wayland, Weston, Winchester, Woburn); NORFOLK (Except Medway); SUFFOLK

AREA 2: ESSEX (Amesbury, Andover, Boxford, Danvers, Essex, Georgetown, Hamilton, Haverhill, Ipswich, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, Topsfield, Wenham, West Newbury); MIDDLESEX (Action, Billericia, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

Rates Fringes

Ironworkers:

AREA 1.....\$ 42.89 29.89
AREA 2.....\$ 38.48 29.89

IRON0007-010 03/16/2016

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 42.89	29.89

IRON0037-005 03/16/2016

BARNSTABLE; BRISTOL (Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport); DUKES; NANTUCKET; NORFOLK (Billingham, Franklin, Plainville, Wrentham)

	Rates	Fringes
IRONWORKER.....	\$ 34.01	25.22

LABO0014-001 06/01/2016

	Rates	Fringes
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Plasterer tender

BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.	\$ 31.65	21.30
SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)....	\$ 35.85	22.45

LABO0022-009 06/01/2016

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop, and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	Rates	Fringes
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Laborers:		
Group 1.....	\$ 35.85	22.45
Group 2.....	\$ 36.10	22.45

Group 3.....	\$ 36.60	22.45
Group 4.....	\$ 36.85	22.45
Group 5.....	\$ 36.60	22.45
Group 6.....	\$ 37.85	22.45
Group 7.....	\$ 20.50	22.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

GROUP 7: Flaggers

LABO0022-010 06/01/2016

Counties of BARNSTABLE; BRISTOL; DUKES; ESSEX; NANTUCKET; MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakfield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline, Dedham and Milton)

Rates Fringes

Laborers:

Group 1.....	\$ 31.65	21.30
Group 2.....	\$ 31.90	21.30
Group 3.....	\$ 32.40	21.30
Group 4.....	\$ 32.65	21.30
Group 5.....	\$ 32.40	21.30
Group 6.....	\$ 33.65	21.30

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; Carpenter Tenders

GROUP 2: Jackhammer operator; pavement breaker; asphalt raker carbide core drilling machine; chain saw operator; pipelayer; barco type jumping tampers; laser beam; concrete pump; mason tender; motorized mortar mixer; ride-on motorized buggy; fence and beam rail erector

GROUP 3: Air track, block paver; hammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Pre-cast floor and roof plank erector

GROUP 6: Asbestos removal laborers/haz-mat laborers

LABO1421-004 12/01/2015

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
Laborers: (Wrecking)		
Group 1.....	\$ 35.50	21.70
Group 2.....	\$ 36.25	21.70
Group 3.....	\$ 36.50	21.70
Group 4.....	\$ 31.50	21.70
Group 5.....	\$ 34.60	21.70
Group 6.....	\$ 35.50	21.70

- Group 1: Adzeman, Wrecking Laborer.
- Group 2: Burners, Jackhammers.
- Group 3: Small Backhoes, Loaders on tracks, Bobcat Type Loaders, Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws.
- Group 4: Yardman (Salvage Yard Only).
- Group 5: Yardman, Burners, Sawyers.
- Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0011-007 06/01/2016

BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 35.58	20.15+A

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day)

PAIN0035-004 01/01/2015

BARNSTABLE; BRISTOL; ESSEX; NANTUCKET; DUKES; COUNTIES; REMAINDER OF NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES

	Rates	Fringes
Painters:		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 36.26	25.95
Spray, Sandblast.....	\$ 37.66	25.95
REPAINT:		
Brush, Taper.....	\$ 34.32	25.95
Spray, Sandblast.....	\$ 35.72	25.95

PAIN0035-013 01/01/2015

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville) SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

Rates Fringes

Painters:

NEW CONSTRUCTION:

Brush, Taper.....\$ 42.05 25.95
Spray, Sandblast.....\$ 43.45 25.95

REPAINT:

Brush, Taper.....\$ 40.11 25.95
Spray, Sandblast.....\$ 41.51 25.95

PAIN0035-020 01/01/2015

ESSEX; MIDDLESEX; NORFOLK; SUFFOLK

Rates Fringes

GLAZIER.....\$ 36.26 25.95

PLAS0534-001 01/01/2016

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 38.65 33.11

PLAS0534-004 01/01/2016

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

Rates Fringes

PLASTERER.....\$ 38.65 33.11

PLUM0004-001 09/01/2014

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

Rates Fringes

Plumbers and Pipefitters.....\$ 41.11 24.71

PLUM0012-005 03/01/2016

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers,
Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill,
Ipswich, Lawrence, Manchester, Marblehead, Merrimac, Methuen,
Middleton, Newbury, Newburyport, North Andover, Peabody,
Rockport, Rowley, Salem, Salisbury, Topsfield, Wenham, West
Newbury)

Rates Fringes

PLUMBER.....\$ 47.28 27.41

PLUM0012-007 03/01/2016

ESSEX (Lynn, Lynnfield, Nahant, Saugus, and Swampscott);
MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of
Greenville Branch of Boston & Maine Rail Road, Bedford,
Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlise,
Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham,

Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Watham, Watertown, Wayland, Westford, Wilmington, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCESTER (Hopedale and Southboro)

	Rates	Fringes
PLUMBER.....	\$ 51.36	27.41

PLUM0051-004 03/01/2014		

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.51	27.32

PLUM0537-005 03/01/2016		

ESSEX (Ames, Andover, Beverly, Boxford, Byfield, Danvers, Essex, Georgetown, Gloucester, Groveland, Hamilton, Haverhill, Ipswich, Lawrence, Lynn, Lynnfield, Manchester, Marblehead, Merrimac, Methuen, Middleton, Nahant, Newbury, Newburyport, North Andover, Peabody, Rockport, Rowley, Salem, Salisbury, Saugus, Swampscott, Topsfield, Wenham, West Newbury); MIDDLESEX (Acton, Arlington, Ashford, Ayer-except west of Greenville Branch of Boston & Maine Rail Road, Bedford, Belmont, Billerica, Boxboro, Burlington, Cambridge, Carlisle, Chelmsford, Concord, Dracut, Dunstable, Everett, Framingham, Hudson, Holliston, Hopkinton, Lexington, Lincoln, Littleton, Lowell, Malden, Marlboro, Maynard, Medford, Melrose, Natick, Newton, North Reading, Pepperell, Reading, Sherborn, Somerville, Stoneham, Stow, Sudbury, Tewksbury, Tyngsboro, Wakefield, Watham, Watertown, Wayland, Westford, Wilmington, Winchester and Woburn), NORFOLK (Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxboro, Franklin, Medford, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Sharon, Walpole, Wellesley, Westwood, Weymouth and Wrentham); PLYMOUTH (Hingham, Hull, Scituate); SUFFOLK; WORCHESTER (Hopedale and Southboro)

	Rates	Fringes
PIPEFITTER.....	\$ 49.69	29.26

ROOF0033-001 08/01/2014		

	Rates	Fringes
Roofers:		
All Tear-off and/or		
removal of any types of		
roofing and all spudding,		
sweeping, vacuuming and/or		

cleanup of any and all
 areas of any type where a
 roof is to be relaid.....\$ 39.21 22.92

 SFMA0550-001 03/01/2016

BRISTOL (Portion within 35 mile radius from Boston City Hall;
 ESSEX; MIDDLESEX (Except Ashby, Townsend, and portions of
 Pepperell and Shirley beyond 35 mile radius from Boston City
 Hall); NORFOLK; PLYMOUTH (Portion within 35 mile radius of
 Boston City Hall); SUFFOLK

	Rates	Fringes
SPRINKLER FITTER.....	\$ 55.43	25.28

 SFMA0550-002 03/01/2016

BRISTOL (Seekonk, Swansea, and Somerset)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.89	25.28+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
 Thanksgiving Day and Christmas Day, provided the employee
 has been in the employment of a contractor 20 working days
 prior to any such paid holiday.

 SFMA0669-001 04/01/2016

BARNSTABLE; BRISTOL (Beyond 35 mile radius of Boston City
 Hall); DUKES; MIDDLESEX (Ashby, Townsend, portions of Pepperell
 and Shirley beyond 35 mile radius of Boston City Hall);
 NANTUCKET; PLYMOUTH (Beyond 35 mile radius of Boston City Hall)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.01	21.35

 SHEE0017-003 10/01/2015

BRISTOL (Attleboro, Berkley, Easton, Mansfield, North
 Attleboro, Norton, Raynham, Taunton); ESSEX; MIDDLESEX;
 NORFOLK; PLYMOUTH (except except Marion, Mattapoisett,
 Rochester, Wareham); SUFFOLK

	Rates	Fringes
Sheet metal worker.....	\$ 35.60	30.05

 SHEE0017-007 10/01/2015

BARNSTABLE; BRISTOL (Acushnet, Assonet, Dartmouth, Dighton,
 Fairhaven, Fall River, Freetown, New Bedford, Rehoboth,
 Seekonk, Somerset, Swansea, Westport); DUKES; AND NANTUCKET

	Rates	Fringes
Sheet metal worker.....	\$ 35.60	30.05

TEAM0379-001 08/01/2015

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 31.48	20.65+A+B
Group 2.....	\$ 31.65	20.65+A+B
Group 3.....	\$ 31.72	20.65+A+B
Group 4.....	\$ 31.84	20.65+A+B
Group 5.....	\$ 31.94	20.65+A+B
Group 6.....	\$ 32.23	20.65+A+B
Group 7.....	\$ 32.52	20.65+A+B

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE
TUNNEL WORK (UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE
HAZARDOUS MATERIALS (IN HOT ZONE ONLY) \$2.00 PREMIUM

TRUCK DRIVERS CLASSIFICATIONS

- Group 1: Station wagons; panel trucks; and pickup trucks
- Group 2: Two axle equipment; & forklift operator
- Group 3: Three axle equipment and tireman
- Group 4: Four and Five Axle equipment
- Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment
- Group 6: Specialized earth moving equipment over 35 tons
- Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5 - 10 years of service; and 3 weeks vacation for more than 10 years of service

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 00 73 73

STATUTORY REQUIREMENTS

Certain provisions of particularly the Massachusetts General Laws (“MGL”) are applicable to construction contracts including, but not limited to, MGL Chapters 30 and 149. All applicable provisions are incorporated into the Contract as if fully set forth herein and shall prevail over any conflicting provisions of the General Conditions, Supplementary Conditions and other Contract Documents.

This Section includes certain reference to and excerpts and portions of provisions required by Laws and Regulations, however, not all applicable provisions and policies or Laws and Regulations are represented or reflected. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies and Laws and Regulations.

The Contract is specifically subject to the provisions applicable to contracts awarded pursuant to **MGL Chapter 149, 44A-44H, inclusive.**

MGL Chapter 30, *Section 39A, Construction contracts for public ways, airports or public works; truck rentals; security for payment*

MGL Chapter 149, *Section 29, Bonds for payment for labor, materials, rentals or transportation charges; enforcement of claim; notice of claim; speedy trial, appeal, consolidation; dismissal; legal fees; posting statute*

MGL Chapter 149, Section 29D, *Surety company; bonds,*

“Every bid bond, every performance bond and every payment bond issued for any construction work in the commonwealth shall be the bond of a surety company organized pursuant to section 105 of chapter 175 or of a surety company authorized to do business in the commonwealth under the provisions of section 106 of said chapter 175 and be approved by the U.S. Department of Treasury and are acceptable as sureties and reinsurers on federal bonds under Title 31 of the United States Code, sections 9304 to 9308. “

MGL Chapter 30, Section 39F, *Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts*

“These subparagraphs shall be binding between the general contractor and each subcontractor.

“(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

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

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

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

“(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the

general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

“(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

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

“(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.”

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

MGL Chapter 30, Section 39I, *Deviations from plans and specifications*
MGL Chapter 30, Section 39J, *Public construction contracts; effect of decisions of contracting body or administrative board*

MGL Chapter 30, Section 39K *Public building construction contracts; payments.*

“Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.”

MGL Chapter 30, Section 39L *Public construction work by foreign corporations; restrictions and reports*

MGL Chapter 30, Section 39M, *Contracts for construction and materials; manner of awarding subsection (b)*

Regarding specifications “. . . specifications shall be written for full competition of each item of material . . .”

MGL Chapter 30, Section 39N *Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions*

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

MGL Chapter 30, Section 39O, *Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim*

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

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

MGL Chapter 30, Section 39P *Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice*

MGL Chapter 30, Section 39R, *Definitions; contract provisions; management and financial statements; enforcement*

“(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

“(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

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

“(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

“(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

“(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

“(1) transactions are executed in accordance with management's general and specific authorization;

“(2) transactions are recorded as necessary

“i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

“ii. to maintain accountability for assets;

“(3) access to assets is permitted only in accordance with management's general or specific authorization; and

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

“Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

“(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management’s evaluation of the system of internal accounting controls; and

“(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant’s financial statements.

“(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant’s report. Such statements shall be made available to the awarding authority upon request.”

MGL Chapter 30, Section 39S, *Contracts for construction; requirements*

MGL Chapter 149, Section 26, *Public works; preference to veterans and citizens; wages*

MGL Chapter 149, Section 27 *List of jobs; classification; schedule of wages; penalty; civil action*

MGL Chapter 149, Section 30, *Eight hour day and six day week; emergencies; work on highways*

MGL Chapter 149, Section 34, *Public contracts; stipulation as to hours and days of work; void contracts*

“Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more

than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.”

MGL Chapter 149, *Section 34A, Contracts for public works; workers’ compensation insurance; breach of contract; enforcement and violation of statute*

“Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.”

MGL Chapter 149, *Section 34B, Contracts for public works; wages for reserve police officer*

“Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.”

MGL Chapter 149, Section 44F *Plans and specifications; sub-bids; form; contents*

The form of subcontract for filed sub-Bid Work required by Section 44F, subsection (4)(c) is included as an attachment to this section. This form may be supplemented by other provisions required by Laws and Regulations.

MGL Chapter 149, Section 44G *Allowances; alternates; weather protection devices*

MGL Chapter 62C, Section 49A *Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract; confirmation of good tax standing; improper registration of motor vehicle in another state; misrepresentation on documents for purpose of evading payment of tax; appeal and hearing*

MGL Chapter 64H, Section 6, *Exemptions*

subsection (f) with regard to exemption from tax on building materials and supplies

MGL Chapter 151B, *Unlawful Discrimination Because of Race, Color, Religious Creed, National Origin, Ancestry or Sex*

MGL Chapter 151E, *Prohibition Of Certain Discrimination By Businesses*

MGL Chapter 258, *Claims and Indemnity Procedure for the Commonwealth, its Municipalities, Counties and Districts and the Officers and Employees Thereof*

MGL Chapter 260, Section 2B *Tort Actions Arising from Improvements to Real Property*

MGL Chapter 266, Section 67A *Departments, agencies and public instrumentalities; false statements, etc. in procurement of supplies; penalty*

MGL Chapter 266, Section 67B, *Presentation of false claims*

MGL Chapter 266, Section 67C, *Capital facility construction projects, etc.; false entries in records; penalties*

ATTACHMENTS

- A. Form of Subcontract for Filed Sub-Bid Work

END OF SECTION

FORM OF SUBCONTRACT FOR FILED SUB-BID WORK

SUBCONTRACT

THIS AGREEMENT MADE THIS _____ DAY OF _____, (insert year) by and between _____ a corporation organized and existing under the laws of _____ an individual doing business as _____ hereinafter called the "Contractor" and _____ a corporation organized and existing under the laws of _____ an individual doing business as _____ hereinafter called the "Subcontractor".

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the specifications for

(Name of Sub-Trade) and the plans referred to therein and addenda No. _____,
_____, _____, and _____ for the

(complete title of the project and the project number taken from the title page of the specifications)

all as prepared by _____

(Name of Architect or Engineer)

for the sum of _____ (\$_____) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid): Alternate No(s). _____, _____, _____,
_____, _____, _____, _____, _____,
_____, _____, _____, _____

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and addenda No. , and , and , and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the

(Awarding Authority) hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

SEAL

ATTEST _____

(Name of Subcontractor)

By _____

SEAL

ATTEST _____

(Name of Contractor)

By _____

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SECTION 00 73 76

STATE REVOLVING FUND REQUIREMENTS

The following modify or supplement the Standard General Conditions of the Construction Contract (“General Conditions”) included in Section 00 72 05 and are in addition to the modifications highlighted within the text thereof. These Supplementary Conditions may include certain provisions required by Laws and Regulations. Contractor is responsible to determine and obtain applicable Laws and Regulations and to review and interpret the full text of such Laws and Regulations.

The terms used in these Supplementary Conditions have the meanings stated in the Standard General Conditions and as may be included within the Sections listed below. The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

This Project is subject to the Environmental Protection Agency’s (EPA) Clean Water State Revolving Fund (SRF) program requirements, Department of Environmental Protection (“MassDEP”), Division of Municipal Services (“DMS”) SRF provisions and policies, other Project specific regulations and requirements, and Federal Law.

SC-1.01 *Defined Terms*

Add the following at the end of 1.01.A.6, *Bidder*.

In applicable statutory provisions, reference to “*offeror*” shall mean Bidder may and reference to “*Standard Form 1442*” shall mean Bid Form and Supplements

Add the following at the end of 1.01.A.29, *Owner*.

Owner may also be referred to as “*Contracting Officer*” in applicable statutory provisions which may be used interchangeably and shall have the same meaning. References to “*Government*” in applicable statutory provisions may also mean Owner if use of the term is consistent with Owner’s role and responsibilities under the Contract. Owner may also be referred to as “*Awarding Authority*” and “*Local Government Unit (LGU)*” per MassDEP DMS requirements, which may be used interchangeably and shall have the same meaning.

SC-2.05 *Before Starting Construction*

Pursuant to subparagraph 2.05.A.3 regarding the Schedule of Values, per MassDEP DMS policy memoranda, the items included must also be categorized by Eligible and Ineligible items under the State Revolving Loan Fund Program, in particular those listed in CG-7 included as an attachment to this Section.

SC-6.03 Services, Materials, and Equipment: Add the following immediately after Paragraph 6.03.D.

E. SRF Requirements

1. Contractor and Subcontractors shall comply with the *Diesel Retrofit Program* included as an attachment to this Section and shall each have provided the Contractor Certification (included at the end of the attachment) which are incorporated into the Agreement.
2. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “*Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)*.” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
3. Statutory requirements commonly known as “American Iron and Steel (AIS) Requirement” that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided by the Contractor, apply to this Contract. Contractor shall provide that all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the AIS Requirement, unless a waiver of the AIS Requirement is approved, and the Contractor will provide any further verified information, certification or assurance of compliance with the AIS Requirement, or information necessary to support a waiver of the AIS Requirement, as may be requested by Owner. See guidance information included in attachments to this section. See http://water.epa.gov/grants_funding/aisrequirement.cfm for approved waivers.
4. Per MassDEP DMS requirements, whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment Supplier or manufacturer is willing to provide an “Efficiency Guarantee Bond” or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.
5. Display signs as required by MassDEP with the information as required by MassDEP.

SC-6.06 Concerning Subcontractors, Suppliers and Others: Add the following immediately after Paragraph 6.06.A.

1. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “*Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)*.” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
2. Per MassDEP DMS requirements, Contractor shall comply with the minimum Disadvantaged Business Enterprise goals set forth in Section 00 73 38. The Awarding Authority (Owner) may suspend, terminate or cancel the Contract, in whole or in part, or may call upon the Contractor’s surety to perform all terms and conditions in the Contract, unless the Contractor is able to demonstrate compliance with the terms of Section 00 73 38, and may further deny to the Contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

SC-6.17 Shop Drawings and Samples: Add the following immediately after subparagraph 6.17.A.1.b.

- c. Submit Certification of Compliance with AIS Requirements. Submit Step Certification (preferred) or General Certification for equipment and material provided for the Project, examples included as an attachment to this section.

SC-8.11 Evidence of Financial Arrangements

Pursuant to Paragraph 8.11.A, the Project is funded in part with monies made available by the EPA’s Clean Water State Revolving Fund and the Massachusetts Clean Water Trust (the “Trust”) and is subject to the approval by the MassDEP.

SC-11.01 *Cost of the Work:* Add the following immediately after subparagraph 11.01.A.1.a.

- b. Per MassDEP DMS requirements, certain items have limitations on financial participation under the State Revolving Loan Fund Program. See the MassDEP-DMS Policy Memoranda included as attachments to this Section.
 - 1) mobilization shall not exceed 5 percent of the total Contract Price per CG-7;
 - 2) the Direct Labor Cost markup percentage applicable to change orders for this Contract was submitted by the Contractor upon award and is attached to the Agreement; and
 - 3) See the Policy Memoranda for the following.

- Permits – applicable portion of CG-2
 - Pavement – CG-8 (Over new sewer trenches)
 - Rock Excavation – CG-14
 - Traffic Police – CG-15

Add the following immediately after subparagraph 11.01.B.5.

- 6. Cost of police details shall not be included in Contract Price nor in mobilization costs. Police details will be direct billed by the police department to Owner. Police details scheduled and not used by the Contractor will be back-charged to Contractor.

SC-12.01 *Change of Contract Price:* Add the following immediately after subparagraph 12.01.B.3.

- 4. Where the Work is covered by SRF funding, change orders shall be processed in accordance with MassDEP DMS Policy Memorandum CG-10 included as an attachment to this Section and overhead and profit referenced shall be as follows for this Project.

- For items B(5) and C(5) in CG-10: 10%

- For items B(6) and C(6) in CG-10: 5%

- a. Documentation required to substantiate quantities in change orders shall be in accordance with MassDEP DMS Policy Memorandum CG-16 included as an attachment to this section.
- b. The Direct Labor Cost markup percentage applicable to change orders for this Contract was submitted by Contractor upon award and is attached to the Agreement.

Add the following at the end of subparagraph 12.01.C.1. “or as set forth above if Project is subject to SRF Program requirements.”

SC-14.02 *Progress Payments*: Add the following immediately after subparagraph 14.02.A.3.

4. Per MassDEP DMS requirements, the Contractor shall provide reports documenting the portion of Contract and subcontract dollars paid to DBEs, and Contractor's efforts to achieve the goals, with each application for payment submitted or at such greater intervals as specified by the Owner in accordance with Section 00 73 38. The Contractor shall require similar reports from its Subcontractors.

SC-14.07 *Final Payment*: Add the following immediately after subparagraph 14.07.A.2.e.

- f. Per MassDEP requirements, submit documentation required to substantiate quantities in the request for Final Payment in accordance with MassDEP DMS Policy Memorandum CG-16 included as an attachment to this section.

ATTACHMENTS

- A. Mass DEP-DMS Policy Memoranda (CGs)
- B. DEP Diesel Retrofit Program
- C. Portions of AIS Guidance Memorandum and related information
- D. AIS Certifications

END OF SECTION

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DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES
DIVISION OF MUNICIPAL SERVICES POLICIES

The Division of Municipal Services (DMS) has established the following policies for all Division financially-assisted projects.

POLICY MEMORANDUM NO. CG-2

PERMITS

The owner shall be responsible for identifying and obtaining all federal, state, local and railroad permits required by the nature and location of construction, including but not limited to building construction permits and permits for street and highway cuts and openings, and all such permits shall be listed in a separate permits section of the contract documents. To the extent possible, such permits shall be obtained by the owner prior to the solicitation of bids for construction, and copies of all permits so obtained shall be included in the said permits section. The status of the application for each permit, including the permit conditions, and costs, not obtained prior to the solicitation of bids shall also be indicated in the contract documents permits section. The Division may refuse to approve financial assistance for construction unless and until it has received from the owner sufficient assurances that all necessary permits have been or will be obtained prior to the commencement of construction.

Policy Memorandum No. CG-2 – Permits (Con't)

The contractor shall be responsible for obtaining all permits required of his equipment, work force, or particular operations (such as blasting) in the performance of the contract and not otherwise specified ~~in the two preceding paragraphs~~ as to be obtained by the owner. These permit fees shall be paid by the contractor.

The owner shall be responsible for the payment of all other permit fees required by the construction.

The following permits shall not be eligible for financial participation by the Department of Environmental Protection (DEP).

- Permits and insurance for construction in railroads' rights of way;
- Building permits;
- Permits for opening public streets and other public or municipal rights of way;
- Permits for the use of explosives;
- Permits for the disposal of waste materials;
- Permits and fees for connecting to municipal utilities.

Permits required by extraordinary circumstances and not specifically excluded from eligibility above may be eligible for DEP participation. For such permits to be so eligible, the owner or his representative must notify the DEP project engineer in advance of obtaining such permit and receive from the engineer specific agreement that such permit will be eligible for DEP participation. Eligibility for such participation will not be made retroactively.

Additional costs which result from interruptions of construction or extensions of contract time resulting from the owner's or the contractor's failure to obtain the necessary permits may be ineligible for participation.

POLICY MEMORANDUM NO. CG-3

FIELD CONTROLS

The Owner shall be responsible for indicating on the contract drawings all easement limits and all property and other control lines for locating the principal component parts of the work together with those elevations and bench marks used in the design of the work, all hereinafter referred to as "field controls". Where easement and property limits have not previously been established in the field, the owner shall be responsible for establishment of such limits. From the information provided by the Owner, unless otherwise specified, the Contractor shall develop and make all layouts required for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

Whenever he has reason to believe that an error exists or whenever he is otherwise unable to locate the field controls, the contractor shall promptly notify the owner and the owner's engineer of such error with appropriate documentation.

POLICY MEMORANDUM NO. CG-4**RECORD DRAWINGS:**

The Owner shall be responsible for the preparation of all record drawings required by this contract. This responsibility may be delegated to the Owner's representative. The responsibility for preparation of record drawings shall not be delegated or transferred to the contractor. They may use the contractor's and sub-contractor's certified AS BUILT drawings along with their own marked up set in the preparation of the Record Drawings.

Division approved contract drawings shall be revised upon completion of the contract to reflect any changes made and/or final quantities, as appropriate.

POLICY MEMORANDUM NO. CG-5**PLAN SCALE**

Unless otherwise approved in advance by the Division, the horizontal scale for construction plans for non-structural facilities shall be 1" = 40'. A larger horizontal scale shall be used where appropriate to show sufficient detail to construct the project. The vertical scale for construction plans for non-structural facilities shall be 1" = 4'. Based on the best information available at the time of their preparation, the location of underground utilities and support structures for overhead utilities shall be shown on the plans.

Unless otherwise exempted in advance by the Division, construction plans shall be updated whenever the date of the advertisement for bids for the construction of such facilities is more than one year after the date of approval by the Division or EPA; and in the case of approval by both such agencies, the later approval date shall be used in determining the need for update.

The consulting engineer shall receive adequate compensation for updating plans and specifications, and such additional cost shall be eligible for assistance to the extent not otherwise prohibited by USEPA and Division regulations and program guidance.

All revision, or review without need for revision, shall be noted and dated on the plans prior to advertisement of the project for bid.

POLICY MEMORANDUM NO. CG-6**BORINGS LOGS**

All soil borings shall be taken as close as practicable to the construction line, and the location of all such borings shall be clearly indicated on the contract drawings. The plan view shall show the location and boring number of each boring. The profile view shall show the location, elevation, and depth of each soil boring, the location of each change in soil stratum, the groundwater level, and the average of blow counts at each five foot interval. As a minimum, boring logs to be submitted with the plans and specifications shall show the name of the company taking the borings, the soil classification, the number of blows per foot of penetration, the groundwater elevation, and the date on which the borings were taken.

As part of the submission of plans and specification for approval, the owner's representative shall include written justification for the lesser frequency and depth of borings where their interval is more than approximately 300' or their depth is less than 50% below depth of pipe invert.

POLICY MEMORANDUM NO. CG-7

BREAKDOWN OF BID ITEMS

The following items shall, where applicable, be listed separately in the bid documents.

- 1. Mobilization
- 2. Pavement
 - a. Municipal
 - i. temporary
 - ii. permanent
 - b. State
 - i. temporary
 - ii. permanent
- 3. Concrete cradle or encasement
(to be identified where applicable)
- 4. Rock-Excavation
- 5. Wood or steel sheeting left in place
- 6. Excavation of unsuitable materials below grade.
- 7. Select and/or borrow material
- 8. Dewatering
- 9. Special Dewatering (coffer dam)

Mobilization costs are the costs of initiating the contract, exclusive of the cost of materials. Payment for mobilization shall be a lump sum at the price bid for this item in the proposal and shall be payable when the contractor is operational on the site. For purposes of this policy, “operational” shall mean the substantial commencement of work on site.

The lump sum price bid for mobilization shall not exceed five per centum (5%) of the total amount of the bid.

POLICY MEMORANDUM NO. CG-8

PAVEMENT

All roads and trenches therein shall be refilled and repaved in accordance with specifications provided by the owner in the contract documents. Please note that this policy may be excludable on federally assisted projects where bid alternative items may be required (i.e. trench width vs. full width pavement). You are advised to seek project specific clarification.

Loan eligibility shall be limited to the following:

- A. Where the depth of the pipe invert is 0 to 8’, the maximum pavement widths which shall be eligible for financial assistance are as follows:

<u>Nominal Pipe Diameter</u>	<u>Maximum Eligible Widths</u>	
	<u>Initial Pavement</u>	<u>Permanent Trench</u>
0-24”	6’-6”	8’-6”

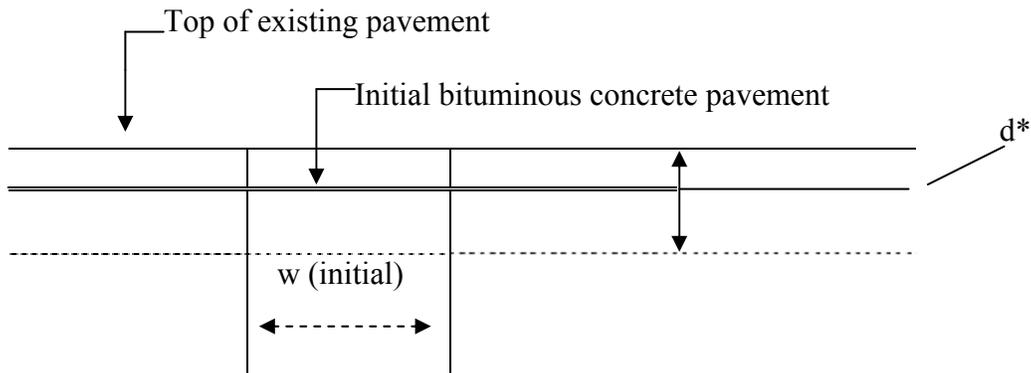
Where the nominal pipe diameter is greater than 24” the maximum eligible width for initial re-paving shall be the nominal diameter of the pipe plus four (4) feet, and for permanent trench re-paving the maximum eligible width shall be the nominal pipe diameter plus six (6) feet.

- B. For each additional four (4) feet (or fraction thereof) of pipe invert depth, add three feet to the eligible width limits stated in paragraph A.

Policy Memorandum No. CG-8 – Pavement (Con't)

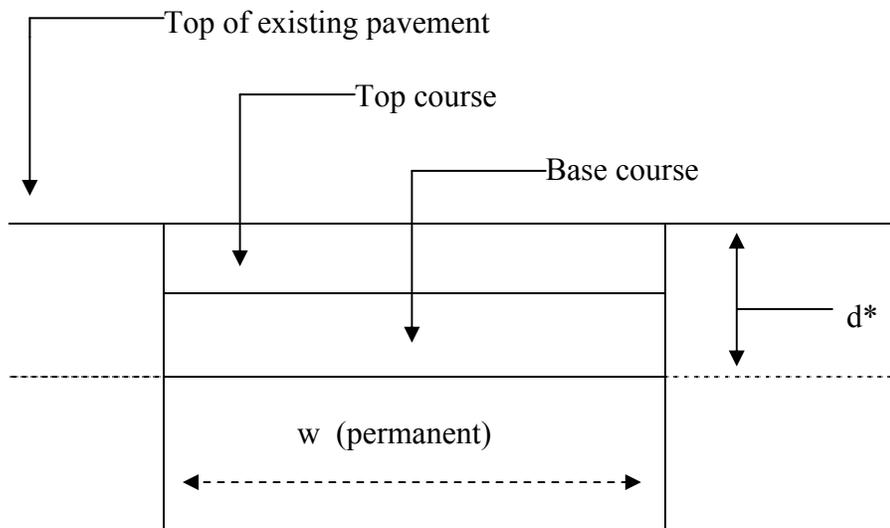
At the design phase of a project the owner has the option to elect either Initial Pavement with Option I (Permanent Trench replacement) or Initial with Option II (curb to curb over initial)

Initial Pavement



d* = depth of existing pavement to a maximum of 3 inches (see general notes #3)
w = maximum eligible Initial pavement width as described in paragraphs "A" & "B" on page DEP-DMS-CG's-P4.

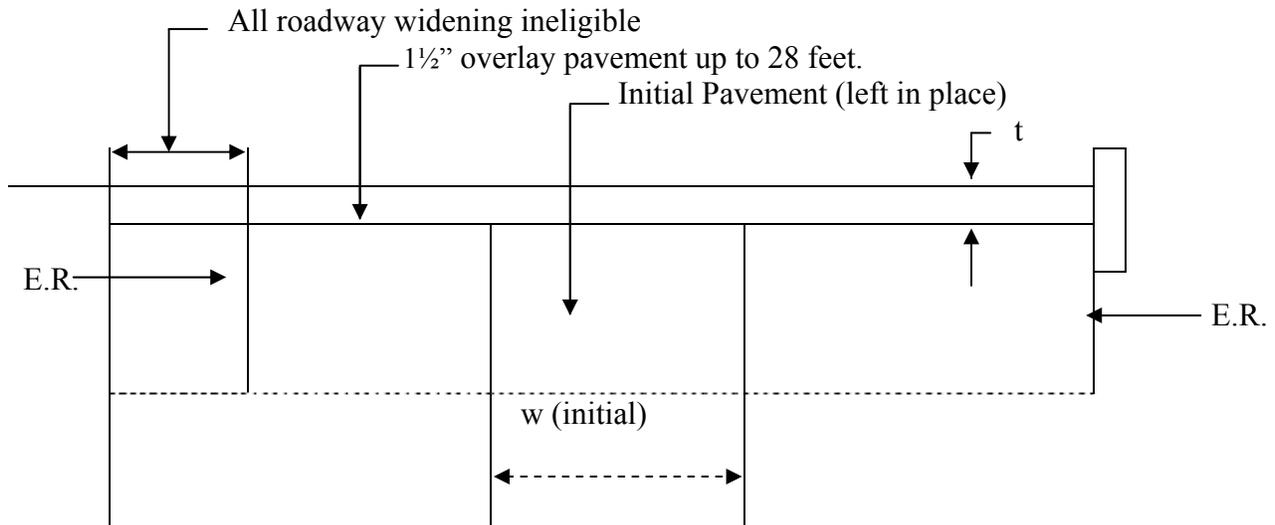
OPTION I Permanent Trench Pavement



d* = depth of existing pavement trench to a maximum of 3 inches (see general notes #3)
w = maximum eligible permanent pavement width as described in paragraphs "A" & "B".
equals initial width plus 2 feet and includes:

- Cutting edges for the permanent trench
- Removal of initial patch plus two feet of existing pavement
- Fine grading/compacting gravel
- Placement of Permanent Trench pavement in two courses.

OPTION II Curb to Curb Pavement (overlay pavement for roadways up to 28 feet)



E.R.= edge of existing paved roadway

t = one and one half inch (1½") overlay of bituminous concrete pavement

GENERAL NOTES:

1. Repavement of settled areas and crown restoration within the trench limits shall be the responsibility of the contractor.
2. Leveling outside the trench limits shall be the responsibility of the owner.
3. Sewer trench re-fill and pavement re-paving on public ways under the jurisdiction of the Massachusetts Department of Public Works, the Metropolitan District Commission, or other such agency shall be in accordance with permit(s) issued therefore by that Department or Commission, as the case may be.
4. The Division will consider requests for increase in the participating pay limits defined in paragraphs A and B, when such increases are, in the Division's opinion, reasonable. Such requests should be documented in writing and submitted to the Division in a timely manner.
5. Projects which deviate from the above options are required to seek Division review and approval.

POLICY MEMORANDUM NO. CG-9

PIPE TESTING

Monthly payment estimates shall be prepared in accordance with contract documents. All pipe shall be tested in accordance with the contract documents and sound engineering practice. If, after 60 days following submission of a monthly payment estimate for pipe items, the pipe for which payment is requested has not been successfully tested, the owner may withhold up to 10% of the amount requested for such pipe items until the pipe has been so tested. However, in the case of a major (pipe diameter 24 inches or greater) interceptor pipe installation, sums retained by the owner pursuant to this policy memorandum shall not exceed two per centum (2%) of the costs of such pipe items.

POLICY MEMORANDUM NO. CG-10

CHANGE ORDERS

Executed change orders submitted to the Division for review and processing for financial assistance must be prepared on the attached Change Order Forms (CG-10, Attachment 1, pages A-1 & A-2) with a duplicate copy, calculation sheet(s) (CG-10, Attachment 2), and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order and/or limited financial assistance.

M.G.L. c.44, s.31C requires that the auditor, accountant, or other municipal officer having similar duties must certify that adequate funding in an amount sufficient to cover the total cost of the change order has been made. Change orders will not be processed or approved until this certification is made on the face of the Change Order Form (CG-10 Attachment 1).

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the contractor may accept full and final payment at the contract unit price(s) for the acceptable quantities.

Policy Memorandum No. CG-10 – Change Orders (Con't)

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the contractor shall submit promptly in writing to the Engineer and offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

- (1) The estimated cost of labor, plus
- (2) Direct Labor Cost, plus
- (3) Material and Freight Costs, plus
- (4) Equipment Costs, plus
- (5) An amount not to exceed 20% of the sum of items (1) through (4) for overhead and profit, plus (if applicable),
- (6) In the case of work done by a subcontractor an amount not to exceed 7 ½ %, for the general contractor of the sum of items (1) through (4) for his overhead and profit, less, if applicable,
- (7) Credits for work deleted from the contract.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained from above and is so stated in the change price, the contractor shall accept as full payment for which no other agreement is contained in contract, and amount equal to:

- (1) The estimated cost of Labor, plus
- (2) Direct Labor Cost, plus
- (3) Material and Freight Costs, plus
- (4) Equipment Costs, plus
- (5) An amount not to exceed 20% of the sum of items (1) through (4) for overhead and profit, plus (if applicable),
- (6) In the case of work done by a subcontractor an amount not to exceed 7 ½ %, for the general contractor of the sum of items (1) through (4) for his overhead and profit, less, if applicable,
- (7) Credits for work deleted from the contract.

Explanation of items (1) through (7) as outlined in “B” and “C”:

- (1) Labor – Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items (5) and/or (6). Hourly labor rates in excess of those as listed in the contract wage rates (Federal or State, whichever applies) require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

Policy Memorandum No. CG-10 – Change Orders (Con't)

- (4) Equipment – Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current Nielson/Dataquest Rental Rate bluebook for Construction Equipment (the “Bluebook”). In determining the rental rate the following shall apply:
- (a) For equipment already on the project – the monthly prorated rental rate by the hourly use shall be applicable;
 - (b) For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items (5) and/or (6) (1 month (normal use) = 176 hours)
- (5) & (6) Overhead and Profit – All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
- (7) Credits – Work deleted, material and equipment removed from the contractor, stored and/or returned shall be credited to the cost of the change order, less costs.

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer. Deviations from any of the above will be reviewed for financial assistance on a case-by-case basis.

The change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs.

CHANGE ORDER FORM

SRF Number _____
Public Entity _____
Contract Number _____
Change Order Number _____

Contract Amount (As Bid) \$ _____
Net Change in Contract Price (this change order) \$ _____
Total Adjusted Contract Price (including this and all other change orders) \$ _____

This change order extends the time to complete the work by _____ calendar days.

The extended completion date is _____

This change order checked by _____
(Chief) Resident Engineer Date

This change order is requested by: _____

This change order is recommended by: _____

Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

CHANGE ORDER FORM (Continued)

Public Entity _____

SRF No: _____ Contract No. _____ Change Order No. _____

Contract Title: _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

CALCULATION SHEET

(1) Labor

Foreman	10 hrs @ \$10.00/hr.	\$	100.00	
Engineer	10 hrs @ 8.50/hr		85.00	
Operator	10 hrs @ 9.50/hr		95.00	
Laborers	24 hrs @ 7.00/hr		<u>168.00</u>	\$448.00

(2) Direct Labor Cost (use the agreed upon Direct Labor Cost)

*	(30)% of \$448			
*	(Used for example purposes only)			134.00

(3) Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$	300.00	
15 v.f. precast SMH		1,700.00	
Freight (slip # _____ Enclosed)		<u>25.00</u>	
			2,025.00

(4) Equipment

1 Backhoe 10 hrs @ \$80.00/hr	\$	800.00	
1 Truck-crane 10 hrs @ \$100.00/hr		<u>1,000.00</u>	
			1,800.00
			<u>4,407.00</u>

Total (Items 1 through 4)

(5) 20% markup for Overhead, Profit

20% of \$4,407		881.00
----------------	--	--------

(6) 7 ½% markup for general contractor (if subcontractor is involved)

7 ½% of \$4,407		331.00
-----------------	--	--------

(7) Credits (deductibles)

	<u>- 323.00</u>
--	-----------------

Total Cost \$ 5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, Calculation, photographs, reports

POLICY MEMORANDUM NO. CG-11

UTILITY RELOCATION

The construction of treatment facilities, sewers, pumping stations, force mains and appurtenant work can cause the relocation of utilities. Costly relocation can sometimes be minimized by early communication and cooperation of the representatives of the municipality (owner) and the utilities.

Every possible effort should be made by the owner and each utility to establish the location of existing utilities in the vicinity of the proposed construction. The owner or its consulting engineer should make every reasonable effort to design the proposed construction so that relocation of existing utilities is minimized whenever possible. If the proposed construction is in an area of many existing utilities or in an otherwise critical area, the utilities are encouraged to mark the location of their existing utilities at the site during the design phase of the project.

During the design phase of the project, the municipality should provide timely notice to all utilities known or thought to have facilities in or proximate to the site of such future construction.

POLICY MEMORANDUM NO. CG-12

REFUNDABLE DEPOSITS FOR PLANS AND SPECIFICATIONS

For each set of project plans and specifications provided, the owner may require a deposit in form of cash or other appropriate security, in an amount sufficient to cover the costs of production of such plans and specifications.

Upon return of the plans and specifications to the owner within a reasonable time and in good condition, such deposit shall be refunded.

Actual mailing costs, if any, shall be borne by the party requesting such plans and specifications.

POLICY MEMORANDUM NO. CG-13

BID OPENING PROCEDURES

As a minimum, bid documents shall be reviewed/inspected for conformance to the following bid opening procedure in the order presented below. Failure to comply with any of these steps shall render the bid non-responsive and upon determination of such non-responsiveness, such bid shall be rejected immediately, set aside, and shall receive no further consideration.

Bid Opening Procedure

Step #1. Timeliness – The bid must be filed at the place and within the time specified therefore in the invitation to bid, and no bid shall be accepted after such time. The time at which a bid is filed should be time/date stamped or otherwise prominently noted on the bid;

Policy Memorandum No. CG-13 – Bid Opening Procedures (Con't)

Step #2. Bid Security – Properly executed bid security, in the amount and terms specified in the invitation to bid (equal to 5% of Base Bid or Highest Possible Amount considering all alternatives) shall be placed in a seal envelope and attached to the outside of the envelope containing the bid at the time of its submission;

A. Bid Bond

The Bid bond must be dated On or Before the Bid Date;
Issued by a Bonding Company Licensed in Massachusetts;
Accompanied by a Current Power of Attorney;
Signed by Surety;

B. Check

The Check must be a Certified, Cashiers or Bank Treasurer's;
Dated On or Before the Bid Date;

Step #3. Bid Signature – The bid and all accompanying documents so required shall be signed by the bidder or its authorized representative before submission;

Step #4. Addenda – All addenda shall be sent certified mail, return receipt requested, by the owner to all individuals and organizations which have received plans and specifications and shall be mailed not later than five days prior to the date established for submission of bids. All bidders shall include with their bids written acknowledgement of receipt of all addenda, which acknowledgement may be on a form provided therefore by the owner.

Alternates – Any Alternates shall be acknowledged.

Step #5. Written Dollar Amounts – The total dollar amount of each bid shall be read, and the three lowest bids shall be selected for further consideration. The remaining bids shall then be set aside. The three apparent low bids shall be read to determine whether the unit price for each line item of each bid has been written therein in words. If it has not, such bid shall be rejected and shall receive no further consideration. ***Bid amounts shall be consistent (words vs. numbers) and if words and numbers differ, the words govern.*** This procedure shall then be repeated with the next apparent low bid until three are acceptable which have all the unit prices written in words, at which time the lowest bid shall be announced as the apparent low bidder, and the bid opening procedure shall be closed.

The Division recommends that this policy memorandum be included in all contract specifications and that the owner's evaluator(s) use the attached form (CG-13 Attachment #1) for bid opening procedures.

The Contractor's Bid Opening Checklist also attached hereto, is for use by each contractor to assure that his bid conforms with this policy memorandum. It is recommended that the checklist (CG-13 Attachment #2) be included in information for bidders, or at the end of the bid proposal, or in some other prominent part of the bid specifications

FORM FOR BID OPENING PROCEDURES
(to be completed by the owner's evaluator(s))

CONTRACT NO.: _____ DATE: _____

CONTRACT NAME: _____ BID OPENING TIME: _____

All non-responsive bids shall be rejected forthwith by the awarding authority upon determination of such bids' non-responsiveness at the time bids are opened and read. Failure to comply with any one of the requirements shall render the bid non-responsive, and upon determination of such non-responsiveness such bid shall be rejected and receive no further consideration.

BIDDER	A = Acceptable		N-R = Non-Responsive (explain reasons on supplemental sheet & attach)		COMPLIANCE (CIRCLE ONE)
	1. TIMELINESS	2. BID SECURITY	3. SIGNATURE	4. ADDENDA ALTERNATIVES	
1				WRITTEN 5. DOLLAR AMOUNTS	YES NO
2					YES NO
3					YES NO
4					YES NO
5					YES NO
6					YES NO
7					YES NO
8					YES NO
9					YES NO
10					YES NO
11					YES NO
12					YES NO

DEP/DMS

Evaluator(s) _____

CG-13 Attachment #1

**BID OPENING PROCEDURES
CONTRACTORS CHECKLIST**

CONTRACT NO.: _____ BIDDER: _____ DATE: _____

All non-responsive bids shall be rejected forthwith by the awarding authority upon determination of such bids' non-responsiveness at the time bids are opened and read. Failure to comply with one or more of the following requirements shall render the bid non-responsive, and upon determination of such non-responsiveness such bid shall be rejected and receive no further consideration.

ITEM	REQUIREMENTS	COMPLIANCE (CIRCLE 1)		REASONS FOR REJECTION
		Yes	No; Rejected	
1. Timeliness	Bid filed w/in time specified	Yes	No; Rejected	
2. Bid Security	Appropriate and properly Executed security w/bid.	Yes	No; Rejected	
3. Signature	Bid signed by authorized Representative	Yes	No; Rejected	
4. Addenda	All addenda acknowledge Any alternative	Yes	No; Rejected	
5. Dollar Amount	Dollar amount in words Specified for each line item in bid	Yes	No; Rejected	

DEP/DMS

Attachment #2 Policy Memo No. CG-13

POLICY MEMORANDUM NO. CG-14

PAYMENT FOR ROCK EXCAVATION

There shall be in the contract documents a separate pay item for rock excavation. For such purposes, “rock” shall mean igneous, sedimentary, metamorphic, and conglomerate rock, which for excavation must be drilled, blasted, broken, or ripped by power tools. Boulders and concrete structures one cubic yard or greater, however removed, are included within this definition of rock for payment purposes. At the option of the owner or his representative a separate pay item for boulders, concrete structures, or concrete road base may be used.

<u>Depth From Ground Surface</u> <u>To Invert Pipe</u>	<u>Pay Width</u> <u>(Nominal Pipe Diameter)</u>	
* 0 – 12’	<u>0-24”</u>	<u>Over 24”</u>
* Over 12’ – 20’	5’0”	D+3’0”
	7’0”	D+5’

Engineer’s plans and specifications shall establish pay limits below pipe and structures.

- See CG-14 Attachment #1 (typical cross section)

Payment width for depths over twenty feet (20’) shall be determined on a case-by-case basis consistent with the foregoing chart.

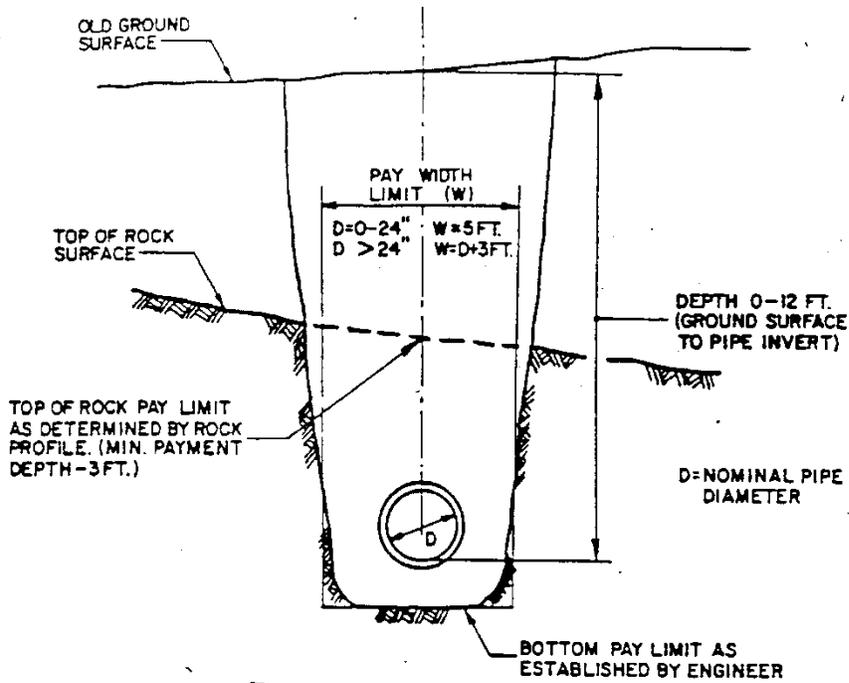
The pay limit for rock removal outside proposed manholes shall commence one foot (1’) outside the widest dimension of the structure of shall be the maximum connecting trench width, whichever is greater.

Payment depth for rock which is encountered in a trench shall be no less than three feet (3’) when removal can be accomplished only by drilling and blasting or by use of jack (air or hydraulic) hammers.

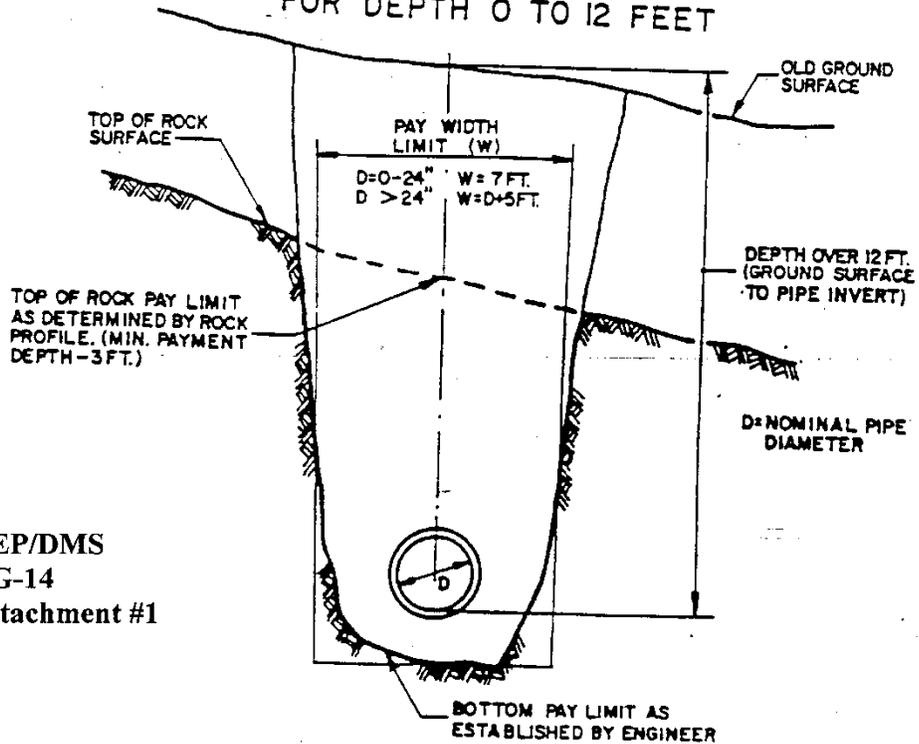
Payment for rock removed, using the same or equal equipment as utilized for normal trench excavation, shall be limited to the actual depth removed within the limits established by the contract documents.

Boulders encountered within the pay limits of excavation, whose volume is one cubic yard or greater, part of which extends outside said limits shall be paid in accordance with the actual volume excavated.

CG-14 ROCK EXCAVATION



FOR DEPTH 0 TO 12 FEET



DEP/DMS
 CG-14
 Attachment #1

FOR DEPTH OVER 12 FEET AND UP TO 20 FEET

POLICY MEMORANDUM NO. CG-15

TRAFFIC POLICE

The reasonable costs for police details required for traffic control on a construction project which receives financial assistance shall be considered as an eligible administrative cost. A police detail item shall not be included as a bid item in the contract documents.

“Police” as used in this memorandum includes local, county, capital, state, regular and auxiliary police.

Owner’s Responsibility

It shall be the owner’s responsibility to submit in writing the hourly rate of pay to be established for detailed traffic police and each change in rate during the course of the project. It is the owner’s responsibility to arrange, document and pay for such police details. The owner or its representative shall meet with the police chief or other officer in charge of police detail duty to review contract needs. The owner shall maintain a daily record of the following:

- a. Officer’s name
- b. Hours worked
- c. Location of assignment
- d. Hourly rate

**POLICY MEMORANDUM NO. CG-16 DOCUMENTATION REQUIRED TO
SUBSTANTIATE CONTRACT QUANTITIES**

<u>Unit</u>	<u>Documentation required</u>
Acres (A)	Location, station, offset and calculations. Location = Street right-of-way, etc; Station = Point on Baseline; Offset = Distance left or right of Baseline
Cubic Yard (C.Y.)	Location, stations, widths, depths, calculations and Cross sections as necessary
Each (Ea.)	Location, station, and offset.
Gallon (Gal.)	Location, stations, calculations (if appropriate) and delivery slips.
Hour (Hr.)	Hours and location.
Linear Feet (L.F.)	Location, stations, and offsets.
Month (Mo.)	Location, period of time and calculations if applicable.

1000 Foot Board Measure (MFBM)	Location, stations, offset, elevations, grade, and calculations. Attach invoices where applicable.
Pound (Lb.)	Locations, stations, and calculations (if applicable). Attach Delivery weight slips.
Square Feet (S.F.)	Locations, stations and calculations
Square Yard (S.Y.)	Locations, stations and calculations
Ton	Locations, stations and calculations (if applicable). Attach Delivery weight slips.
Vertical Feet (V.F.)	Locations, stations, elevations, and offsets.

Note:

1. All of the above, that apply must be submitted with a final payment request or change order as applicable.
2. Where in place measurement is not possible or practical, delivery slips may be used to substantiate quantities.
3. Change orders – See CG-10 in which some of the above may be applicable in justifying materials, equipment and labor.
4. When necessary, itemized quantities must be separated into eligible and non-eligible units with separate calculations to justify eligible costs.
5. Overruns and underruns of any specific item shall be explained with an appropriate sentence or paragraph.
6. On all quantities, units of payment shall be maintained at the project site and shall be updated daily so that upon field inspection by the C.O.E., EPA or DMS, the quantities paid to date can be substantiated.
7. In the case of unforeseen conditions, photos should be submitted with the applicable item in addition to the recommended documentation.
8. Documentation of units of payment shall be clearly legible and cross referenced to the applicable sheets of the record drawings.
9. For record drawings policy, please see CG-4.

DMS Policies 1 through 16 Approved By:

Steven J. McCurdy
Division of Municipal Services

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APPENDIX – B DIESEL RETROFIT PROGRAM

The Department of Environmental Protection (“DEP”) has developed the Diesel Retrofit Program in response to increasing public health concerns with the emissions from diesel engines and vehicles.

Diesel Construction Equipment Standard

All diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract (hereinafter “Diesel Construction Equipment”) must have the following pollution control device installed unless exempt as provided below:

1. Emission control technology verified by U.S. Environmental Protection Agency (“EPA”) or the California Air Resources Board (“CARB”) for use with non-road engines;
2. Emission control technology verified by EPA or CARB for use with on-road engines provided that such equipment is operated with diesel fuel that has no more than 15 parts per million sulfur content (i.e. Ultra Low Sulfur Diesel fuel); or
3. Emission control technology certified by the manufacturer that such technology meets or exceeds the emission reductions provided by on-road or off-road emission control technology verified by EPA or CARB, i.e. that a Diesel Oxidation Catalyst is achieving the following minimum emission reductions: particulate matter 20%; carbon monoxide 40%; volatile organic compounds 50%; or a Diesel Particulate Filter is achieving a minimum of 85% emission reductions for particulate matter.

Emission control devices, such as oxidation catalysts or particulate filters, shall be installed on the exhaust system side of the Diesel Construction Equipment. The Contractor shall be responsible to insure that the emissions control technology is operated, maintained, and serviced as recommended by the manufacturer.

For the latest up-to-date list of EPA verified-technologies, see:

<http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm>

For the latest up-to-date list of CARB verified technologies, see:

<http://www.arb.ca.gov/diesel/verdev/verifiedtechnologies/vt.htm>

Exemptions

The following Diesel Construction Equipment shall be exempt from the standard above. The Contractor shall include such Diesel Construction Equipment in the required recordkeeping:

1. Diesel Construction Equipment not owned by the Contractor and used in the performance of the work under this Contract for 30 calendar days (cumulative days but not necessarily consecutive) or less;
2. Unless otherwise exempt, additional Diesel Construction Equipment originally not anticipated to be used under the Contract or used as permanent replacement after the work under the Contract has commenced, for 15 calendar days from the date such Diesel Construction Equipment is brought on site;

**APPENDIX – B (cont.)
DIESEL RETROFIT PROGRAM**

3. Diesel Construction Equipment with an engine that meets the EPA particulate matter (PM) Tier emission standards in effect at the start of the Contract for non-road diesel engines for the applicable engine power group (e.g., as of January 1, 2009, a piece of Diesel Construction Equipment with a Tier 3 engine is exempt from meeting the standard until the piece of Diesel Construction Equipment is available with a Tier 4 engine) provided that if such emissions standards are superseded during the Contract then such Diesel Construction Equipment must be retrofitted in accordance with the standards above prior to the end of the Contract;
4. A large crane (e.g. a sky crane or link belt crane which is responsible for critical lift operations) if such device would adversely affect the operation of the crane provided the Contractor submits to the municipality's project engineer written technical justification documenting the adverse impact on operation; and
5. Diesel Construction Equipment that the project engineer has determined is necessary to control a compelling emergency including but not limited to, the need for rescue vehicles or other equipment to prevent harm to human beings or additional equipment required to address a catastrophic emergency such as structure collapse or imminent collapse. After the compelling emergency is controlled, such non-compliant equipment must be removed from the Contract site and may not be used in further performance of the work under this Contract. Meeting Contract deadlines is not a compelling emergency.

Contractor Certification

Each bidder shall submit as part of its bid, the Statement of Intent to Comply. Within 10 days of being notified that it has been awarded a contract, the bidder and each of its Contractors and Subcontractors shall submit a Diesel Retrofit Program Contractor Certification. Each such Certification shall contain the following information for each piece of Diesel Construction Equipment:

1. Contractor or Subcontractor name;
2. Equipment type, make, model;
3. Vehicle Identification Number or VIN;
4. Engine model and year of manufacture;
5. Engine HP rating;
6. Emission Control Device (ECD) type (Diesel Oxidation Catalyst or Diesel Particulate Filter);
7. ECD make, model, and manufacturer;
8. ECD EPA or CARB Verification Number or manufacturer's certification that the DOC or DPF meets or exceeds emission reductions provided by similar emission control technology verified by EPA or CARB;
9. ECD installation date;
10. Type of fuel to be used; and
11. Whether the equipment is owned or rented.

Recordkeeping

Each Contractor and Subcontractor shall maintain detailed records of all Diesel Construction Equipment used under the Contract, including the dates and duration times the Diesel Construction Equipment is

APPENDIX – B (cont.)
DIESEL RETROFIT PROGRAM

used at the Contract site. Records shall be available for inspection by DEP. Each Contractor and Subcontractor shall notify DEP within 48 hours of any new Diesel Construction Equipment brought onto the Contract site.

For Diesel Construction Equipment that has an emissions control device with a manufacturer's certification, the Contractor shall maintain records of all supporting emissions test data and test procedures. If upon review the emissions reductions are not supported by the test data and test procedures, then the emissions control device may need to be replaced with a compliant retrofit device.

Project Regulatory Agreement

The following language shall be included section 4 (Covenants of the Borrower) of the municipality's Project Regulatory Agreement if it receives funds from the State Revolving Fund:

The Borrower shall require each Contractor and Subcontractor to submit the Diesel Retrofit Program Contractor Certification to DEP and the Borrower prior to commencing work on the Project. The Borrower shall not allow any Contractor or Subcontractor to commence work at the Project site prior to submitting such Certification.

**APPENDIX – B (cont.)
DIESEL RETROFIT PROGRAM**

STATEMENT OF INTENT TO COMPLY

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

Local Governmental Unit _____ **SRF Project No.** _____

Contract No. _____ **Contact Title** _____

Bidder _____

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

- 1. the Bidder shall comply with the Department of Environmental Protection’s (“DEP”) Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;**
- 2. the Bidder shall require all Subcontractors to comply with DEP’s Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and**
- 3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to DEP (NAME and ADDRESS) and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.**

(Signature of Bidder’s Authorized Representative) (Date)

APPENDIX – B (cont.)
DIESEL RETROFIT PROGRAM CONTRACTOR CERTIFICATION

Each Contractor and its Subcontractor(s) must sign and submit this form to John Felix, 6th Floor, MassDEP, One Winter Street, Boston, MA 02108 and the Municipality within 10 days after the Contractor is notified that it is awarded the Contract.

Local Governmental Unit _____ **SRF Project No.** _____

Contract No. _____ **Contact Title** _____

Contractor _____

I, _____, an authorized signatory for _____, whose principal place of business is at _____ do hereby certify that any and all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract (hereinafter “Diesel Construction Equipment”) have pollution control devices, such as oxidation catalysts or particulate filters, installed on the exhaust system side of the diesel combustion engine equipment in accordance with the Diesel Retrofit Program Standard.

I am submitting on behalf of _____ a list of all said Diesel Construction Equipment, labeled “Diesel Retrofit List,” that will be used in connection with this Contract by _____. I hereby certify that the information on the attached Diesel Retrofit List is correct and accurate as of the date of signature. The List includes the following information for each piece of Diesel Construction Equipment:

1. Equipment type, make, model;
2. Vehicle Identification Number or VIN;
3. Engine model and year of manufacture;
4. Engine HP rating;
5. Emission Control Device (“ECD”) type (Diesel Oxidation Catalyst or Diesel Particulate Filter);
6. ECD make, model, and manufacturer;
7. ECD EPA or CARB Verification Number or manufacturer’s certification that the DOC or DPF meets or exceeds emission reductions provided by similar emission control technology verified by EPA or CARB;
8. ECD installation date;
9. Type of fuel to be used; and
10. Whether the equipment is owned or rented.

APPENDIX – B (cont.)

DIESEL RETROFIT PROGRAM CONTRACTOR CERTIFICATION

_____ shall notify DEP within 48 hours of any new Diesel Construction Equipment brought onto the Contract site. _____ shall maintain detailed records of all Diesel Construction Equipment used at the Contract site, including the dates and duration times the Diesel Construction Equipment is used at the Contract site. _____ shall make such records available for inspection by DEP. _____ shall ensure that the emissions control technology for each piece of Diesel Construction Equipment is operated, maintained, and serviced as recommended by the manufacturer. _____ shall retrofit prior to the end of the Contract any Diesel Construction Equipment no longer exempt from meeting the Diesel Construction Equipment Standard under exemption 3 (because it had an engine that met the EPA particulate matter (PM) Tier emission standards currently in effect at the start of the Contract for non-road diesel engines for the applicable engine power group and such emissions standards were superseded during the Contract).

I acknowledge that this certificate is being furnished as a requirement under this Contract and is subject to applicable State and federal laws, both criminal and civil. Signed under pains and penalty of perjury on this date _____.

Signature _____

Name: _____

Title: _____



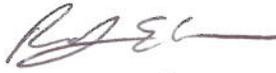
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM **Portion only**

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Sample certifications are included in at the end of Section 00 73 76

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

Included in Agreement

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

SEE http://water.epa.gov/grants_funding/aisrequirement.cfm FOR APPROVED WAIVERS

Updated Legal Authority: After the approval of this national waiver, the legal authority to issue waivers under the AIS requirements has changed. For CWSRF projects, the authority is now included under Sec. 608(c)(2) of the Clean Water Act and for DWSRF projects the authority is now included under P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(2). The new legal authority for both the CWSRF and DWSRF projects repeats the provisions that were previously under P.L. 113-76, the "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(2). This waiver will continue for CWSRF and DWSRF projects under the new legal authority, and will also continue for DWSRF projects under any continuing resolutions or statutes that use similar language as in Section 424 of the "Consolidated and Further Continuing Appropriations Act, 2015."



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the “American Iron and Steel (AIS)” requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that— (1) applying subsection (a) would be inconsistent with the public interest” 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

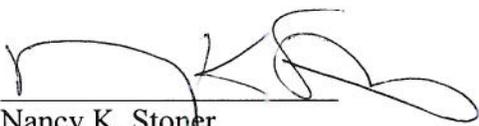
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator

May 30, 2014

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76) Q&A Part 1: Valves and Hydrants

Q1: Does the AIS requirement of the Consolidated Appropriations Act of 2014 require minor, miscellaneous components within a covered valve or hydrant, such as nuts, bolts and washers, to be made in the U.S.?

A1: The definition of "iron and steel products" that must either be domestically produced or subject to a waiver in order to comply with the AIS requirement of the Consolidated Appropriations Act of 2014 includes valves and hydrants. Unlike many other of the "iron and steel products" that are listed in the definition, valves and hydrants are typically precision mechanical products with multiple fitted, operating parts and connections. Valves and hydrants, unlike most of the other listed products, contain other minor components, such as small washers, nuts, and bolts that are of unknown origin but are added to the valve or hydrant during the manufacturing process. For purposes of the 2014 AIS requirement, EPA considers only the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – to be within the definition of "iron and steel products" that must either be made domestically, or otherwise must comply with the AIS requirement. The minor components represent a very small percentage of the iron and steel in the hydrants and valves that are defined as "iron and steel products." These minor components, which EPA has learned through our research are currently difficult to find domestically in sufficient quantity, such as minor nuts, bolts, and washers, are not required to be of U.S. origin.

Q2: Do the actuators/control systems attached to valves have to comply with the AIS requirement, or just the valve itself?

A2: The AIS requirement of the Consolidated Appropriations Act of 2014 includes valves in its definition of "iron and steel products" that recipients must make certain are either domestically made or subject to a waiver in order to comply with the AIS requirement. Actuators and control systems are not included in the definition. Only the valve itself is required to be either domestically produced or subject to a waiver in order to be compliant with the AIS requirement. Absent a waiver, EPA considers valves and hydrants to be domestically produced if the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – if made of iron or steel, is produced in the U.S. See Q1 above for a discussion about minor components. The valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.

Q3: Are electric powered motor operated valves excluded based on the valve being motorized equipment (i.e. electrical equipment)?

A3: No, electric powered motor operated valves are not excluded based on the valve being motorized equipment. The actuator, a motor that controls the valve, is considered a separate product, which is not

May 30, 2014

listed as an “iron and steel product” under the AIS requirement of the Consolidated Appropriations Act of 2014, nor is it considered a construction material. Therefore, the actuator does not need to be domestically produced in the U.S. in order to comply with the requirement. See Q2 for further clarification.

Q4: Based on EPA’s AIS guidance dated March 20, 2014, gates are not considered construction materials and therefore do not have to be produced in the U.S. Does that include gate valves?

A4: No, valves are specifically listed in the Consolidated Appropriations Act of 2014 as an “iron and steel product” and therefore, absent a waiver, must be produced in the U.S. to be in compliance with the requirement if they are “primarily” iron and steel. Gates as referenced in the EPA March 20, 2014 guidance refer only to common sluice and slide gates, and not to gate valves.

September 10, 2014

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)**

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). See the following: http://water.epa.gov/grants_funding/upload/Deminimis-Waiver-04-15-14.pdf.

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components comprise a very small quantity of minor, low-cost fasteners that are of unknown origin. See EPA's questions and answers on the subject at the following: http://water.epa.gov/grants_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?

A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. Q: What does “time needed” mean in the AIS guidance, in reference to the definition of “Reasonably Available Quantity”?

A: For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, "Made in the USA," as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made "primarily" of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. Q: Will notices of waiver applications be published in the federal register?

A: No. Applications for waivers will be published on EPA's website (http://water.epa.gov/grants_funding/aisrequirement.cfm). EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?

A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.

A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. Q: What constitutes “satisfactory quality” as defined in the AIS guidance, in reference to the availability waiver process.

A: “Satisfactory quality” means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. Q: The guidance states that the AIS requirement applies to any project “funded in whole or in part” by an SRF. Where is this in the Act?

A: The Act states that, “None of the funds made available by a ... [State SRF program] ... shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.” This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?

A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented “expectation” is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of “expectation of funding”.

32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?

A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?

A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient’s responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?

A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient’s responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?

A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

- 1. Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> • Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	<ul style="list-style-type: none"> • Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. Q: Does the AIS requirement apply to refinanced CWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?

A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

4. Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> Consolidated Appropriations Act 2014 National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	<ul style="list-style-type: none"> Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	<ul style="list-style-type: none"> Consolidated and Further Continuing Appropriations Act 2015

* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

5. Q: Does the AIS requirement apply to refinanced DWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

- 6. Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

The following information is provided as a sample letter of STEP CERTIFICATION (preferred) for AIS Requirement compliance. Documentation must be provided on company letterhead.

Date

OWNER

Owner Address

City, State Zip

Subject: American Iron and Steel Certification for [INSERT PROJECT NAME]

I, (company representative), certify that that the [INSERT melting, bending, coating, galvanizing, cutting, etc.] process for [manufacturing or fabricating] the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

[LIST ITEMS]

Such process took place at the following location:

[INSERT DETAIL]

If any of the above compliance statements change while providing products and/or material to this Project, we will immediately notify the (prime Contractor and) the Engineer.

Signed by company representative

The following information is provided as a sample letter of GENERAL CERTIFICATION for AIS Requirement compliance. Documentation must be provided on company letterhead.

Date

OWNER

Owner Address

City, State Zip

Subject: American Iron and Steel Certification for [INSERT PROJECT NAME]

I, (company representative), certify that the following products and/or materials shipped/provided to the subject Project are in full compliance with the American Iron and Steel Requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

[LIST ITEMS]

Such process took place at the following location:

[INSERT DETAIL]

If any of the above compliance statements change while providing products and/or material to this Project, we will immediately notify (the prime Contractor and) the Engineer.

Signed by company representative

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