

# INVITATION FOR BID

## CITY OF NEW BEDFORD, MASSACHUSETTS DEPARTMENT OF FACILITIES & FLEET MANAGEMENT

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INCINERATOR DEMOLITION PROJECT

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**IFB #23192056**

**Due: Tuesday, November 22, 2022 at 2:00 p.m.**

Jonathan F. Mitchell  
Mayor

Department of Public Facilities & Fleet Management  
294 Liberty Street,  
New Bedford, MA 02740

# PROJECT MANUAL

## October 04, 2022



### **ARCHITECT**

RT Architecture LLC  
245 Shea Avenue  
Belchertown, MA 01007

### **HAZMAT ABATEMENT ENGINEERING**

UEC UNIVERSAL ENVIRONMENTAL CONSULTANTS  
12 BREWSTER RD  
FRAMINGHAM, MA 01702

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**CITY OF NEW BEDFORD  
INCINERATOR DEMOLITION PROJECT  
NEW BEDFORD, MASSACHUSETTS**  
RT Architecture, LLC Project No. 02022.56

04 OCTOBER 2022

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## CITY OF NEW BEDFORD, MASSACHUSETTS

### Invitation for Bid # 23192056

#### Incinerator Demolition Project

The City of New Bedford, Purchasing Department, in conjunction with the Department of Facilities & Fleet Management is soliciting sealed bids for the Incinerator Demolition Project located at 1103 Shawmut Ave., New Bedford, MA 02746. The work of this contract will require a DCAMM Prime General Contractor certified in Demolition. The bid process and award of this Contract will be under the provisions of M.G.L. Chapter 149. The estimated budget for this project is \$600,000 and the estimated substantial completion date is the end of January 2023.

Contract documents may be obtained and/or examined electronically by visiting the City's website <https://www.newbedford-ma.gov/purchasing/> on or after **Wednesday, November 2, 2022**.

A **mandatory** site visit will be conducted for the benefit of all potential bidders on **Tuesday, November 8, 2022 at 3:00 p.m. EST** at 1103 Shawmut Ave., New Bedford, MA 02746.

Sealed bids will be received by the Purchasing Department until **Tuesday, November 22, 2022 at 2:00 p.m. E.S.T.** All bids must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m.) until the above time and date. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud. Bidders can participate in the bid opening at Purchasing's office and the opening will also be live streamed via Zoom audio. Instructions for participation are posted on the City's website under the Purchasing page. It is strongly recommended to submit bids via mail delivery services. Bidders must email [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) to confirm they have submitted a bid. The bid **must** clearly state on the exterior that it is for IFB # 23192056 Incinerator Demolition Project, attention to the Purchasing Department. Bids received after the above time and date will be rejected and returned unopened. Emailed and/or faxed bids will not be accepted.

If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. It is strongly recommended that bids are mailed or delivered in advance of the due date and time. The time clock on the wall above the counter of the Purchasing Department will determine the time of the bid opening.

Attention is called to the fact that supplies furnished as part of this Contract are exempt from the Sales and Use Tax. All bids submitted should take this factor into consideration and be calculated accordingly.

The contract will be awarded within sixty (60) days after the bid opening. The time for award may be extended by mutual agreement between the City and the awarded bidder.

No Bidder may withdraw his/her bid for a period of sixty (60) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

Bids **must** include **ALL DOCUMENTS** required by the Invitation for Bid. The Awarding Authority reserves the right to waive any informality, reject any or all bids, or accept other than the lowest priced bid if the City determines that it is in the best interests of the City.

Each bid shall be accompanied by a bid deposit that is five percent (5%) of the bid amount. Bid deposits may be in the form of Certified Check, Certificate of Deposit, or Bid Bond made payable to the **City of New Bedford, Massachusetts**. The Awarded Bidder must furnish a 100 percent (100%) Performance Bond and a 100 percent (100%) Payment Bond with a surety company acceptable to the City.

Minimum Wage Rates as determined by the Commissioner of the Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rate for those tradespeople who may be employed for the proposed work under this contract.

Federal Davis Bacon Wage Rates also apply to this project.

Awarding Authority  
City of New Bedford  
Purchasing Department  
Molly Gilfeather, Director of Purchasing

**END OF SECTION –INVITATION FOR BID**

**CITY OF NEW BEDFORD, MASSACHUSETTS**

**INCINERATOR DEMOLITION PROJECT**

**BID NO. 23192056**

**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1. QUALIFICATIONS OF BIDDERS**

1.1 Bidders may be investigated by CITY to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of CITY's or ARCHITECT's request, written evidence of such information and data necessary to make this determination.

1.2 The investigation of a Bidder will seek to determine whether the Bidder is adequate in size, is authorized to do business in the jurisdiction where the Project is located, has had previous experience, whether available equipment and financial resources are adequate to assure CITY that the Work will be completed in accordance with the terms of the Contract, and to provide any other information which will help determine whether that Bidder is qualified to perform the Work. The amount of other work to which the Bidder is committed may also be considered.

1.3 In evaluating Bids, CITY will consider the qualifications of only those Bidders whose Bids follow the prescribed requirements.

1.4 CITY reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy CITY that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

1.5 The Bidders shall provide three (3) references that are satisfactory to the City by completing the Bidder's Qualification & Reference Form, which will serve to illustrate the ability of each Bidder's firm in accordance with these specifications. The references must be from prior contracts, preferably performed within the last 3 years, be similar in size and scope to this contract bid, and include contact names and telephone numbers. CITY reserves the right to reject any Bid if any reference indicates that the Bidder did not perform satisfactorily.

1.6 Attention is called to the Massachusetts General Laws c. 149, Section 44D which sets forth the Pre-qualification for General Contract Bidders by the Division of Capital Asset Management and Maintenance (DCAMM). Further, all General Contract Bidders must submit with their bids a Certificate of Eligibility inclusive of any Update Statements from DCAMM. Any bid submitted without the appropriate Certificate and Update Statements shall be invalid.

**ARTICLE 2. COPIES OF CONTRACT DOCUMENTS**

2.1 Bidders must use complete sets of Contract Documents in preparing Bids; neither CITY nor ARCHITECT shall be responsible for errors or misinterpretations resulting from any Bidder's use of incomplete sets of Contract Documents.

2.2 CITY and ARCHITECT only make copies of Contract Documents available for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**ARTICLE 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, and (c) shall comply with Federal, State and local laws, ordinances, rules and regulations that may in any manner apply to the Work or affect cost, progress or performance of the Work.

3.2 All Bidders are specifically instructed to visit the site of the Work, to ascertain personally, by investigation and observation, the locations of the various starting points of the Work, the extent and character of the Work to be performed, and to familiarize themselves with existing conditions at the site. All Bidders shall verify in the field all dimensions and measurements that are given in the specifications or indicated on the drawings and shall call to the attention of the City any errors, or discrepancies, that s/he may ascertain prior to bidding. Failure of any Bidder to visit the site, existing buildings, and to examine the Contract Documents, shall not in any way relieve said Bidder of any obligation with respect to its bid or of any responsibility under the Contract Documents.

3.3 Before submitting a Bid, Bidders may, at their own expense, make such additional investigations and tests as they may deem necessary to determine their Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

3.4 On request, CITY will provide each Bidder access to the site on days and at times mutually agreeable to both CITY and Bidder to conduct such investigations and tests as each Bidder deems necessary for the submission of a Bid.

3.5 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Awarded Bidder in performing the Work are identified in the Supplementary Conditions, General Requirements, and/or in the Drawings.

3.6 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these Instructions to Bidder and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### **ARTICLE 4. INTERPRETATIONS**

4.1 All questions about the meaning or intent of the Contract Documents shall be received in writing by the City of New Bedford at [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) no later than **Friday, November 11, 2022 at 4:00 p.m. EST.**

4.2 Written clarifications or interpretations will be issued by Addenda no later **Wednesday, November 16, 2022 at 4:00 p.m. EST.** Only questions answered by formal written Addenda shall be binding. Oral and other clarifications or interpretations shall be without legal effect. Addenda will be emailed to all bidders of record as well as placed on the City's website under the Purchasing page.

4.3 Bidders are responsible to verify the number of Addenda issued and to secure any needed copies from the **Purchasing webpage** before submitting a bid.

## **ARTICLE 5. BID SECURITY**

5.1 Each Bid must be accompanied by cash, bid bond, or a certified check on a treasurer's or cashier's check issued by a responsible bank or trust company, payable to City of New Bedford, Massachusetts. The Bid Security shall be in the amount stated in the Invitation for Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid. All Bid Securities except those of the three lowest responsible and eligible Bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the Bids. All Bid Securities will be returned on the execution of the Agreement or if no award is made, within sixty (60) days, excluding Saturdays, Sundays and legal holidays after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated. Bid Bonds shall be retained by the City.

5.2 In case a Bidder to whom a Contract is awarded shall fail or neglect to execute the Contract and furnish the satisfactory bonds within the time specified, CITY may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to CITY as liquidated damages for such failure or neglect and to indemnify said CITY for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish the bonds as aforesaid, provided that the amount forfeited to CITY shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible Bidder, and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to the Bidder. After execution of the Contract and acceptance of the bonds by CITY, the Bid Security accompanying the Bid Form of the Awarded Bidder will be returned.

## **ARTICLE 6. PERFORMANCE, PAYMENT AND OTHER BONDS**

6.1 The Awarded Bidder must furnish a 100 percent (100%) Performance Bond and also a 100 percent (100%) Labor and Materials Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the City, and each in the sum of the contract price, the premiums for which are to be paid by the Awarded Bidder and are included in the Contract Price.

6.2 All required Bonds shall be furnished prior to execution of the Contract.

## **ARTICLE 7. BID FORM**

7.1 Each Bid shall be submitted on the Bid Form on the perforated pages appended to the Project Manual. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.

7.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of 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.

7.3 Bids by corporations 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) and 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 below the signature.

7.4 Bids by Limited Liability Companies shall be executed in the Limited Liability Company's name by the Manager (or other Limited Liability Company officer/representative accompanied by evidence of authority to sign.) The Limited Liability Company address and state where the Limited Liability Company was formed shall be shown below the signature.

7.5 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

7.6 All names on the Bid Form shall be typed or printed below the signature.

7.7 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

7.8 The address to which communications regarding the Bid are to be directed shall be shown.

7.9 One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the Bidder's name, address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid, and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation for Bid.) The Bid Security shall be submitted in a separate envelope from the Bid and attached to the envelope containing the Bid.

## **ARTICLE 8. RECEIPT OF BIDS**

8.1 Sealed Bids shall be received at the time and place indicated in the Invitation for Bid.

8.2 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that their Bid is in the possession of the responsible official or the designated alternate prior to the stated time and at the place of the Bid Opening. City is not and shall not be held responsible for Bids delayed by mail and/or delivery services of any nature.

8.3 Bidders submitting the form for General Bids shall complete and submit the required attachments with their Bid (Note, the following list of attachments is provided solely for informational use of the Bidder. It is the responsibility of the Bidder to determine and submit all those forms that are required with the Bid):

- Form for General Bids
- Bid Deposit
- DCAMM's Certificate of Eligibility inclusive of any Update Statements
- City of New Bedford Non-collusion and Tax Compliance Form
- City of New Bedford Vote of Corporation or LLC Certificate of Incumbency and Authority
- OSHA Certification Requirement
- Contractor Certification
- Bidder's Qualifications and Reference Form
- Bidder's Certificate of Understanding
- Schedule of Participation – D/MBE and D/WBE
- Letter of Intent
- Contractor Identification Statement
- Bidder's Certification
- Unavailable Certifications

- Request for Waiver (if required)
- W-9

## **ARTICLE 9. MODIFICATION AND WITHDRAWAL OF BIDS**

9.1 Bids may be modified only by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

9.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

9.3 Any Bid received after the time and date specified shall not be considered. No Bid may be withdrawn for a period of sixty (60) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

## **ARTICLE 10. AWARD OF CONTRACT**

10.1 The Contract will be awarded to the lowest responsible and eligible Bidder (Awarded Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Work.

10.2 City reserves the right to reject all Bids, to waive all informalities if it is in City's best interest to do so, and the right to disregard all nonconforming, non-responsive, and/or conditional Bids.

10.3 A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.

10.4 CITY also reserves the right to reject the Bid of any Bidder that CITY considers to be unqualified relative to Article 1 above.

10.5 If the Contract is to be awarded, CITY will give the Awarded Bidder a Notice of Award within sixty (60) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All Bids shall remain open for sixty (60) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but CITY may, at CITY's sole discretion, release any Bid and return the Bid Security prior to that date.

10.6 Minor informalities are errors of form that do not cast doubt on the intended meaning of the Bid or the qualifications of the Bidder. If a mistake and the intended offer are both clearly evident in a Bid, the City may correct the mistake to reflect the intended correct offer and notify the Bidder in writing of the correction. In the event that a mistake is evident but the correct intended offer is not, the City may permit the Bidder to withdraw their Bid.

## **ARTICLE 11. EXECUTION OF CONTRACT**

11.1 When CITY gives a Notice of Award to the Awarded Bidder, then within twenty (20) days, excluding Saturdays, Sundays and legal holidays, after the date of receipt of such notification Awarded Bidder shall execute and return all copies of the Contract and all other applicable Contract Documents to CITY. Within ten (10) days, excluding Saturdays, Sundays and legal holidays, thereafter CITY will deliver one fully signed copy



to Awarded Bidder. CITY will furnish the Contract for electronic signature via DocuSign.

## **ARTICLE 12. SAFETY AND HEALTH REGULATIONS**

12.1 This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to any applicable Massachusetts regulations and the Awarded Bidder shall comply with the requirements of these regulations.

12.2 The Awarded Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

12.3 The Awarded Bidder and all subcontractors shall furnish to the City, with the first certified payroll report, documentation indicating that each employee has successfully completed 10 hours of an OSHA course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration.

12.4 The Awarded Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

## **ARTICLE 13. WAGE RATES**

13.1 Minimum Wage Rates as determined by the Commissioner of the Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. Bidders shall, before Bid opening, request if necessary any additional information on Minimum Wage Rates for those tradespeople who may be employed on this project. A prevailing wage rates sheet for this project is enclosed in this Invitation for Bid.

13.2 Federal Davis Bacon Wage Rates apply to this project. The wage schedule is enclosed in this Invitation for Bid.

## **ARTICLE 14. MASSACHUSETTS GENERAL LAW ON PROCUREMENT**

14.1 The bidding and award of the Contract shall be in full compliance with Chapter 149 of the General Laws of the Commonwealth of Massachusetts as last revised.

## **ARTICLE 15. INSURANCE AND INDEMNIFICATION**

15.1 Prior to commencement of this Contract, the Awarded Bidder shall obtain at its own cost and expense, the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford (City). The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Awarded Bidder and identify the Contract.

15.2 If at any time any of the policies required herein shall be or become unsatisfactory to the CITY as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the CITY, the

Awarded Bidder shall upon notice to that effect from the CITY, promptly obtain a new policy, submit the same to the CITY for approval and submit a certificate thereof. Upon failure of the Awarded Bidder to furnish, deliver and maintain such insurance, the Contract, at the sole election of the CITY may be declared suspended, discontinued, or terminated. Failure of the Awarded Bidder to provide and maintain any of the required insurance shall not relieve the Awarded Bidder from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Awarded Bidder concerning indemnification. Prior to contract award, the CITY may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in CITY's best interest to do so.

15.3 Awarded Bidder shall maintain Workers Compensation, General Liability, Automobile Liability, Umbrella, and Pollution Liability Insurance Policies for the minimum amount required by the Awarded Bidder or as outlined below, whichever limits and coverages are higher. Insurance coverages and certificates shall be provided and include City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies. All such insurance as is required of the Awarded Bidder shall be provided by Awarded Bidder or on behalf of all subcontractors to cover subcontractor operations performed. The Awarded Bidder shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by the subcontractors. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability:

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease
- Alternate Employer Endorsement is required

Commercial Automobile

- \$1,000,000 Combined Single Limit/Bodily Injury and Property Damage
- \$1,000,000 Hired/Non Owned Auto

Umbrella/Excess Liability

- \$2,000,000 Any One Occurrence
- \$2,000,000 Aggregate

## Pollution

- \$1,000,000 Per Occurrence
- \$2,000,000 Aggregate

15.4 To the fullest extent permitted by law, the Awarded Bidder or any subcontractor who does not carry worker's compensation insurance coverage, as required herein, to protect him or herself personally from work-related injuries hereby releases, holds harmless, and indemnifies the CITY from any injuries that may occur to the Awarded Bidder himself during the course of the project. In no way does this provision affect the absolute duty of every Awarded Bidder and subcontractor to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Contract and all applicable state and federal laws.

15.5 To the fullest extent permitted by law, the Awarded Bidder hereby acknowledges and agrees that it shall indemnify, hold harmless, and defend the CITY, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners of the CITY, from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Awarded Bidder's work under this Contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting therefrom, and (2) is caused in whole or in part by any acts or omissions of the Awarded Bidder, its employees, agents or sub-contractors, or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

15.6 The Awarded Bidder hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the Awarded Bidder's work and to assume the cost of defending the CITY against claims as described in the forgoing paragraph.

15.7 All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of Awarded Bidder's insurance, except for nonpayment. Awarded Bidder must furnish the certificate referred to above as an express condition precedent to the Awarded Bidder's duty to make any progress payments to contractor pursuant to this Contract.

15.8 THE AWARDED BIDDER MUST FURNISH THE CITY OF NEW BEDFORD WITH A SIGNED CONTRACT AGREEMENT AND CERTIFICATE OF INSURANCE IN COMPLIANCE WITH THIS CONTRACT BEFORE THE CONTRACT IS SIGNED.

## **ARTICLE 16. SPECIAL REQUIREMENTS**

16.1 The Awarded Bidder must meet all specifications. Any bid which does not meet these requirements, is nonresponsive, incomplete, conditional, and/or obscure, will be rejected. Any bid which contains additions not called for, and/or irregularities of any kind, is non-responsive and will be rejected. The attention of all Bidders is called to General Laws Chapter 156D, which requires in part that, not later than 10 days after it commences transacting business in the commonwealth, a foreign corporation deliver a certificate to the secretary of state for filing. Bidders required to be registered with the Secretary of State in the Massachusetts Corporate Database must use the same business name in their bidding documents as is listed in the Database for that business. All Bidders must use the same business name throughout all bidding documents, and for the Successful Bidder, throughout all contract documents. Examples of these documents include the bid form, vote of corporation, W-9, and certificate of insurance. Any Bid with multiple and/or inconsistent business names for one business may be rejected by the City.

**ARTICLE 17. TAX EXEMPT**

17.1 The City will provide the Awarded Bidder for this Project with an Exempt Purchase Certificate and Number issued pursuant to Chapter 14, Acts of 1966, Section 1, Subsection 6 (E) and (F) which will exempt the project cost from the Massachusetts sale tax. Bidders are instructed not to include the sales tax in the Bid Price.

**ARTICLE 18. PROJECT SCHEDULE**

IFB Available	Wednesday, November 2, 2022
Mandatory Site Visit at 1103 Shawmut Ave.	Tuesday, November 8, 2022 at 3:00 p.m.
Questions Due to City of New Bedford	Friday, November 11, 2022 at 4:00 p.m.
Responses to Questions/Addenda Issued	Wednesday, November 16, 2022 at 4:00 p.m.
Bids Due to City of New Bedford	Tuesday, November 22, 2022 at 2:00 p.m.
Project Start - Estimated	December 2022
Completion Date – Estimated	January 31, 2023

**END OF INSTRUCTIONS TO BIDDERS**

SAMPLE CONTRACT

**CONTRACT # 23192056**  
**CITY OF NEW BEDFORD**  
**STANDARD VERTICAL CONSTRUCTION CONTRACT**  
**For Projects Subject to M.G.L. c. 149, §44A-J**

**CITY - CONTRACTOR AGREEMENT**

This agreement (“**Contract**”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of New Bedford acting by and through its **Department of Facilities & Fleet Management** a principal place of business at 133 William Street, New Bedford, MA 02740 hereinafter referred to as the “**City**” and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_, hereinafter referred to as the “**Contractor**”.

Terms used in this Contract which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The City and the Contractor agree as follows:

**Section 1 - Scope of Work**: The Work under this Contract is defined as all work required by the Contract Documents for the construction of Incinerator Demolition Project located at 1103 Shawmut Ave., New Bedford, MA 02746, City of New Bedford Contract No. 23192056, in accordance with and as described in the IFB #23192056 Plans and Specifications dated October 4, 2022, prepared by RT Architecture, LLC, 12 Cross Neck Road, Marion, MA 02738, hereinafter referred to as the “**Architect**”, as modified by Addenda No. \_\_\_\_\_ (if any) dated \_\_\_\_\_.

**Section 2 - Time for Completion**: The Contractor shall commence the Work under this Contract, within 15 calendar days from the date of the City’s mailing of this executed contract, unless otherwise directed in writing by the City, and shall be substantially completed on or before June 30, 2022. The Contract may be extended upon a mutually agreed upon change order in accordance with Articles 2.3.B and 6.7.A.5 of the General Conditions.

**Section 3 - Contract Price**: The City shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of \_\_\_\_\_ (include spelled out and numerical value of contract). This total price is comprised of \_\_\_\_\_ (differentiate base bid and any alternates)

**Section 4 - Approved Subcontractors**: The filed Subcontractors listed in the Contractor’s General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the City, pursuant to Article 6.1 of the General Conditions.

**Section 5 - Certifications**: Pursuant to the Massachusetts General Laws (M.G.L.) c. 62C, § 49A, the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury pursuant to M.G.L. c. 62C, § 49A, that the Contractor has complied with any and all applicable state and federal tax laws, paid all taxes, and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker’s Compensation, M.G.L. c. 152. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public

construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 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 from doing public construction work by any agency of the United States. The Certification is contained in the Bid Package herein submitted by the Contractor.

**Section 6 - The Contract Documents:** This Contract, together with all the documents listed in this Section 6, constitutes the entire Contract between the City and Contractor and supersedes all prior written or oral understandings. This Contract and said documents listed in this Section 6, may only be amended, supplemented, modified, or canceled by a written instrument duly executed by the City and Contractor.

The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- This City - Contractor Agreement
- General Conditions
- Contract Bonds
- IFB #23192056 Plans and Specifications
- Bid Package Submitted by the Contractor
- The Contract Specifications & Contract Drawings, including Addenda identified in Section 1 above (if none, remove this).

The invalidity, illegality or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Contractor further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**Section 7 – Payment:** Payments shall be made as provided in Articles 2.5 and 7 of the General Conditions.

**Section 8 – Final Acceptance and Final Payment:** See Article 7.7 of the General Conditions.

**Section 9 - Minority Business Enterprise and Women-Owned Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages:** The Contractor's Certificate of Understanding of Equal Employment Opportunity Provisions is contained herein as Bid Package that Submitted by the Contractor. The applicable goals, if any, for minority business enterprise and women-owned business enterprise participation established for this Contract are as follows:

MBE: 11 % of the Contract Price. WBE: 5 % of the Contract Price.

DBE: 4% of the Contract Price.

**Section 10 - Liquidated Damages:** For the purposes of Article 6.8 of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

**\$300.00 per day**

**END OF SECTION**

## GENERAL CONDITIONS

### 1.0 ARTICLE 1 - DEFINITION OF TERMS

- A. Wherever in the Bid or Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be as follows:
1. Acceptance: Formal written acceptance by the City of the completed Work.
  2. Addenda: Written interpretation of and/or revisions to the Bid Documents issued by the City prior to opening of Bids.
  3. Alteration: A change or substitution in the form, character, or detail of the Work done or to be done within the original scope of the Contract.
  4. Architect: Mount Vernon Group Architects, Inc.
  5. Award: Award by the City of the Contract
  6. Bid: Offer of the Bidder for the Work when submitted on the prescribed Bid Form, properly signed, dated, and guaranteed, and which includes the Schedule of Bid Prices.
  7. Bid Bond (Bid Security, Bid Guaranty, Bid Deposit): The cash, cashier's or treasurer's check, certified check, or Bidder's Bond accompanying the Bid submitted by the Bidder, as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the Bidder.
  8. Bid Documents: Documents provided by the City for the purpose of soliciting Bids for the Work. Bid Documents will include, as applicable, Notice to Bidders, Instructions to Bidders, Contract Specifications, Contract Drawings, Geotechnical Data Reports, and Addenda.
  9. Bid Form: Form(s) issued by the City for the submittal of a Bid for a specific project and includes the Schedule of Bid Prices, certifications, affidavits and other forms.
  10. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work on the prescribed Bid Form.
  11. Change Order: A document executed and issued to the Contractor by the City amending the Contract.
  12. City: The City of New Bedford.
  13. Commonwealth: Commonwealth of Massachusetts
  14. Contract: This written agreement executed by the City and the Contractor, setting forth the obligations of the Parties thereunder.
  15. Contract Bonds:
    - a. Performance Bond: A bond executed by the Contractor and the Contractor's Sureties in the full amount of the Contract to ensure the faithful performance of the Contract.
    - b. Labor and Materials Payment Bond: A bond executed by the Contractor and the Contractor's Sureties in the full amount of the Contract to ensure the payment of labor, materials, and rental of equipment.

16. Contract Documents: The Contract Specifications and Contract Drawings with revisions made during the Bid period by Addenda and information included in the Bid accepted by the City and all authorized and executed changes to the Contract issued subsequent to the execution of the Contract, as well as those documents listed in Section 6 of the City-Contractor Agreement.
17. Contract Drawings (Drawings): Plans, profiles, typical cross sections, general cross sections, elevations, and details referenced in the Contract Documents, or Addenda thereto approved by the Architect, all of which show locations, character, dimensions, and details of the Work.
18. Contract Item: A specifically described unit of work for which a price is provided in the Contract.
19. Contract Specifications: A set of documents issued by the City for the intended Work which includes the IFB #23192056, Bid package submitted by the Contractor, the City-Contractor Agreement, Contract Bonds, general conditions, and the certificate of liability insurance.
20. Contract Time: Number of calendar days allowed or specified date(s) for completion of the Contract.
21. Contractor: \_\_\_\_\_, which, as an independent contractor is solely responsible for methods and means used in performing the services under this Contract, and is not an employee, agent, or partner of the City, has entered into a Contract with the City, as Party or Parties of the Second Part, and who is referred to throughout the Contract Documents as a masculine singular entity.
22. Days: Every day shown on the Calendar, Saturdays, Sundays and holidays included.
23. Director: New Bedford Department of Facilities & Fleet Management Director, the Department of the City for which the project is being performed.
24. Extra Work: Work which is not included in the Contract as awarded, but found to be necessary for the satisfactory completion of the Contract within its intended scope; and bears a reasonable subsidiary relation to the full execution of the Work originally described in the Contract.
25. Extra Work Order: An order in writing issued by the Architect to the Contractor prior to performing the Extra Work, setting forth the Extra Work to be done, the basis of payment and time adjustments, if any. Following the issuance of an Extra Work Order, a Change Order will be executed to amend the Contract Documents.
26. Filed Sub-Bid Classes of Work: The classes of work are identified in IFB #23192056.
27. Filed Sub-Bid Subcontractors: Filed Sub-Bid Subcontractors are listed in Section 3.
28. General Terms: Wherever the words "required," "determined," "directed," "specified," "authorized," "ordered," "given," "designated," "considered necessary," "deemed necessary," "permitted," "reserved," "suspended," "established," "approval," "approved," "disapproved," "acceptable," "unacceptable," "suitable," "accepted," "satisfactory," "unsatisfactory," "sufficient," "insufficient," "rejected," "condemned," or words like import are used, they shall be understood to imply "by the Architect" or "to the Architect," unless the context clearly indicates a different meaning.
29. 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 in connection with the Work.
30. Indicated: A term meaning as shown on the Contract Drawings (Drawings), as described in the Specifications, or as required by other Contract Documents.
31. Instructions to Bidders: Explanation of procedures to be followed in preparing and submitting Bids.



32. Job Superintendent: Shall have the meaning set forth in Article 3.5(B).
33. Notice to Bidders: Advertisement for Bids for a specific Contract. Notice to Bidders will indicate time and place for submitting and for opening of Bids, location of the Work, a brief description of the Work to be provided, and Bid Guaranty required.
34. Notice to Proceed: Written notice from the City to the Contractor to proceed with the Work.
35. City: The City of New Bedford, the individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.
36. Progress Schedule: Shall have the meaning set forth in Article 2.5.A.1.
37. Project: The total activities for which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
38. Provide: In reference to Work to be performed by the Contractor, "provide" means furnish, install, and (as applicable) test complete in place.
39. Reference Utility Standards: Drawings and specifications, published by municipalities, utility companies, railroads and other responsible agencies/entities which are included or referenced in the Contract Documents.
40. Schedule of Submittals: Shall have the meaning set forth in Article 2.5.A.2.
41. Schedule of Values: Shall have the meaning set forth in Article 2.5.A.3.
42. Specifications: Directions, provisions, and requirements contained in the Contract.
43. Subcontractor: The individual, firm, partnership, corporation, vendor, supplier, or combination thereof to whom the Contractor, with written approval of the City, sublets any part of the Contract.
44. Surety: Corporate body bound with and for the Contractor for the full and complete performance of the Contract and for the payment of all legal debts pertaining to the Work, and who executed the Contract Bonds.
45. Work: All the construction, materials, equipment, and contractual requirements as specified, shown, or indicated in the Contract Documents, including all alterations, amendments, or extensions thereto made by authorized changes.

**END OF ARTICLE I**

## **2.0 ARTICLE 2 - SCOPE OF WORK**

### **2.1 INTENT OF THE CONTRACT**

- A. The intent of the Contract is to provide for the completion in every detail of the Work. The Contractor shall complete the Work to the satisfaction of the Architect at the prices set forth and agreed upon. Where portions of the Work are described in general terms, but not in complete detail, the best general practice shall be followed. Only materials and workmanship of best standard quality shall be used. The Contractor shall, unless otherwise specified, furnish all labor, superintendence, materials, tools, equipment and incidentals necessary to complete the Work in a proper, thorough, and workmanlike manner.

### **2.2 CHANGES IN THE WORK**

- A. The City reserves the right at any time during the progress of the Work to make alterations to, deviations from, additions to, and deletions from the Contract Drawings and Specifications. Such changes shall not invalidate the Contract nor release the Surety. The Contractor agrees to accept the Work as changed, the same as if it had been a part of the original Contract. Such changes will be authorized in writing by the Architect. The Contractor shall accept as full compensation for Work, except as specified in paragraph "B" and paragraph "C" of this Article, the Contract unit prices stipulated in the Contract for the actual quantity of Work provided in an acceptable manner. Such changes shall not invalidate the Contract, nor any part thereof.
- B. Wherever an alteration, deviation, addition, or deletion involves a change in the nature of design or in the type of construction which increases or decreases the cost of performance of the Work or requires the Contractor to furnish materials or provide work of a kind not susceptible of classification for payment under any of the items scheduled in the Bid, the City and the Contractor may enter into supplementary agreements covering the Work to be done and the manner and method of payment therefore. If the Contractor and the City disagree on increased or decreased costs, the changes shall be by a Change Order.
- C. If the changes, in the opinion of the Architect, are of sufficient magnitude as to require additional time to complete the Contract, such time adjustment may be made in accordance with the provisions of Article 6.7.

### **2.3 EXTRA WORK**

- A. The Contractor shall do any work not herein provided for when and as ordered in writing by the Architect, such written order to contain particular preference to this Article and to designate the Work to be done as Extra Work.
- B. Unless specifically noted in the Change Order, Extra Work will not extend the time of completion of the Contract as stipulated in Article 6.7.A.5.
- C. Determination of the Architect will be final upon all questions concerning the amount and value of Extra Work, except as provided in Article 5.15.
- D. Payment for Extra Work will be in accordance with Article 7.2.

### **2.4 INCREASED OR DECREASED CONTRACT QUANTITIES**

- A. The Work is bid on a lump sum basis. The Bid Form does not include quantities and unit rates for which quantity adjustments can be made.
- B. The Architect may order omitted from the Work any items or portions of Work. Such omission shall not operate as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof, nor shall the Contractor have any claim for anticipated profit. Also, see Article 7.4.
- C. Except as specified herein, no allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or

indirectly from such increased or decreased quantities or from unbalanced allocation, among the Contract Items of overhead expenses on the part of the Contractor and subsequent loss of expected reimbursement therefore, or from any other cause.

## **2.5 BEFORE STARTING WORK**

- A. Preliminary Schedules: Within 10 days after the execution of the Contract (unless otherwise specified in Article 6.5), Contractor shall submit to Architect 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;
  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. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## **2.6 PRE-WORK CONFERENCE**

- A. Before any Work at the Site is started, a conference attended by City, Contractor, Architect, 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 2.5.A, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

## **2.7 INITIAL ACCEPTANCE OF SCHEDULES**

- A. A conference will be held at least 10 days before submission of the first Application for Payment attended by Contractor, Architect, and others as appropriate, for Architect to review for the schedules submitted in accordance with paragraph 2.5.A for acceptability. 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 Architect.
1. The Progress Schedule will be acceptable to Architect if it provides an orderly progression of the Work to completion within the Contract Time. Such acceptance will not impose on Architect responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
  2. Contractor's Schedule of Submittals will be acceptable to Architect if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Architect as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## **2.8 WARRANTY OF WORK**

- A. Neither final acceptance, final payment, nor any provision in the Contract Documents nor partial or entire operation or occupancy of the Work by the City shall constitute an acceptance of the Work not done in accordance with the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.
- B. Except where longer periods of warranty are specified for certain items, the Contractor warrants all Work done under the Contract to be free from faulty materials and workmanship for a period of 1 year from date of acceptance thereof.

- C. Upon receiving notification from the City, the Contractor shall immediately make the required repairs or replacements to any work found defective. If repairs or replacement are not started within 10 days from the date of notification and prosecuted to completion, the City reserves the right to employ others to complete the Work. The Contractor agrees, upon demand, to pay the City all amounts that City expends for such repairs or replacements.
- D. All remedied work shall carry the same warranty as the original work starting with the date of acceptable replacement or repair.

## **2.9 CHANGED CONDITIONS**

In accordance with M.G.L c. 30, § 39N, as amended, the following paragraph shall apply to the Contract:

- A. If during the progress of the Work, the Contractor or the awarding authority discovers that the actual or latent physical conditions encountered at the site differ substantially or materially from those indicated in the Contract Documents either the Contractor or the City 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 City will make an investigation of such physical conditions, and, if they differ substantially or materially from those indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the 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 City will make an equitable adjustment in the Contract price and the Contract will be modified in writing accordingly.
  - 1. Filing, investigation, and settlement of all claims made under said Chapter and Section shall be as follows:
    - a. The Contractor shall promptly, and before such conditions are disturbed, notify the Architect in writing describing in full detail the actual or latent physical conditions at the site where it is maintained, that conditions differ substantially or materially from those conditions indicated in the Contract Documents. The Architect will promptly investigate the conditions and will promptly submit a written report of its findings and determinations to the City. No claim of the Contractor will be allowed unless the Contractor has given the detailed notice specified, nor shall it be allowed if such conditions are disturbed prior to their investigation by the Architect.
    - b. No adjustment or allowance of any kind except as provided in Article 6.7 will be made to the Contractor due to delay or suspension of the Work or any portion thereof where the actual or latent physical conditions encountered at the site differ substantially and materially from those indicated in the Contract Documents.
    - c. No claim will be approved and no adjustment or allowance made when encountering actual or latent physical conditions at the site that differ substantially and materially from those indicated in the Contract Documents unless such conditions were in existence at the time of the Award of the Contract.
    - d. Any dispute concerning a question of changed conditions under this Article that is not disposed of by agreement shall be decided by the Architect. The decision of the Architect shall be final.
    - e. If as provided in "A" of this Article an equitable adjustment is to be made or contemplated, the Contractor shall submit promptly in writing to the Architect an itemized statement of the details and amount of work together with his estimated costs for the same and the Architect shall require the Contractor to keep actual costs and certify the same to the City in writing.

## **2.10 CONTRACTOR PROPOSED CHANGES**

- A. Contractor may at any time submit to the Architect for the Architect's review and approval or denial, proposed changes to the Contract Documents that will benefit the City. Acceptance of the proposed changes will be in accordance with the provisions of Article 2.2. Denial of a proposed change shall neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities.

#### **2.11 COMMUNITY RELATIONS**

- A. The Contractor shall establish and maintain a continuing liaison with persons residing or doing business in the vicinity of the Project site, for the purpose of minimizing inconveniences resulting from construction, and shall appoint a representative, acceptable to the Architect, for community relations. The representative shall have the authority to act directly, or through the Contractor's approved Superintendent, regarding all valid requests or complaints. Information as to their disposition by the Contractor shall be furnished to the Architect. The name and telephone number of the Contractor's community relations representative shall be furnished to those residents or businessmen in the community who might reasonably be expected to be affected by the construction.

**END OF ARTICLE 2**

### **3.0 ARTICLE 3 - CONTROL OF WORK**

#### **3.1 AUTHORITY OF THE ARCHITECT**

- A. The Architect will decide all questions relating to interpretation of the Contract Documents, and may alter, adjust, and approve same when necessary; all questions relating to quality, quantity, value, and acceptability of materials to be furnished and work provided or to be provided; all questions relating to progress of the Work and need for and manner of correcting same, and also the need for and terms of delay and suspensions; all questions relating to the need for and terms of Extra Work; all questions relating to the supervision, control and director of Work on the site and the use thereof; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- B. Attention of the Contractor is directed to the following limitations on the scope of the duties entrusted to the Architect.
  - 1. Architect will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. Architect will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

#### **3.2 CONTRACT DRAWINGS**

- A. Contract Drawings showing the general arrangement and such details as necessary to give a comprehensive idea of the construction contemplated will be furnished by the City. As work progresses, the Contract Drawings may be supplemented by the Architect as required to amplify or control the work. The Contractor shall perform the work required by such supplements without additional compensation, except as provided by the Contract.

#### **3.3 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS**

- A. Pursuant to M.G.L. c. 30, § 39I , every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the Architect or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written change order of the City and Architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the City stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority. Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.
- B. All work provided and all materials furnished shall be in conformity with the dimensions, details, physical, and chemical characteristics of materials and other specific requirements of the Contract.
- C. Where definite tolerances are specified in the Contract, such tolerances shall fix the limits of conformity. Where tolerances are not specified in the Contract, the Architect will determine the limits of conformity in each individual case and such determination shall be final and conclusive and mutually accepted by all parties.

- D. If materials or the finished product in which the materials are used are not within conformity with the Contract Documents, but acceptable work has been produced, the Architect will determine whether the work shall be accepted and remain in place.
- E. If the Architect finds the materials, or the finished product in which the materials are used or the work provided, are not in conformity with the Contract Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor, at no additional cost to the City.

### **3.4 COORDINATION OF CONTRACT SPECIFICATIONS**

- A. Contract Specifications and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In the event of any discrepancy between a Drawing and figures written thereon, the figures, unless obviously incorrect, are to govern over scaled dimensions.
- B. The Contractor shall take no advantage of any apparent error or omission in the Contract Documents. If the Contractor discovers such an error or omission, the Contractor shall notify the Architect immediately. The Architect will then make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract.

### **3.5 COOPERATION BY CONTRACTOR**

- A. The Contractor will be given one (1) copy of the Contract Documents. The Contractor shall have one (1) copy of the Contract Documents on the work site and available for reference at all times during the prosecution of the Work.
  - 1. Additional copies of the Contract Documents beyond the stated number may be requested by the Contractor and will be furnished by the City at the expense of the Contractor.
- B. Prior to starting Work the Contractor shall designate in writing the name, title, qualifications, and experience of his proposed representative (Job Superintendent) who, upon approval by the City, shall have complete authority to represent and to act for the Contractor. A facsimile of the authorized representative's signature shall be furnished to the Architect. The authorized representative or a substitute acceptable to the Architect shall be present at the work site at all times while work is actually in progress on the Project. Arrangements for responsible supervision acceptable to the Architect shall be made for emergency work that may be required during periods when Work is suspended. The Contractor shall notify the Architect, in writing, of any proposed change of his representative, and shall provide identical information for City's approval of the new representative.
  - 1. The Job Superintendent shall have the following minimum qualifications and experience:
    - a. A minimum of 10 years of related remediation experience.
- C. The Contractor shall ascertain that the materials and workmanship are in accordance with the Contract Documents.
- D. The Contractor shall carry on his work under the direction of the Architect such that representatives of municipal departments may enter on the work site without interference to make changes in their facilities which may be affected by the Work. The Contractor shall have no claim for, or because of any delay that may be due to or result from work of utility City, state or municipal departments. No allowance of any kind will be made except as provided in Article 6.7. Nothing contained herein shall be construed to hold the Contractor responsible for any acts or omissions by such utility City, state or municipal departments, or their contractors.
- E. The Contractor shall not unreasonably encumber the project site with materials. All flammable or combustible materials shall be properly stored to prevent, by effective measures, fire. Waste materials accumulated from the Work shall be accumulated off-site at a location to be approved by the City until ultimate disposal by the Contractor at an appropriately licensed off-site facility.

### **3.6 ADJACENT CONTRACTS**

- A. The City reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract. The intent of this Article is to provide for the cooperation of contractors where the City deems it expedient or necessary and in the best interest of the City to let separate contracts for the performance of other work on or near the location of the Work being performed under the Contract, but it is not intended to indicate an intention on the part of the City to let separate contracts for work within the scope of or necessary for the successful completion of the Contract.
- B. When separate contracts are let within the limits of any one project (either prior to Award of Contract, as specified in the Bid, or as specified above), each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.

Contractors working within the same area shall cooperate with each other as directed and shall coordinate work schedules through the Architect to minimize conflicts. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other contractors working within the limits of the same project. No allowance of any kind will be made except as provided in Article 6.7.

- C. Work beyond the limits of the project that is reasonably related to or inferred from the Work required by the Contractor that is due to the work of adjacent contractors within the limits of the project shall be performed by the Contractor, at no additional cost to the City.
- D. The Contractor shall arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the work with that of others in an acceptable manner and perform the work in proper sequence to that of others.

### **3.7 AUTHORITY AND DUTIES OF ARCHITECT'S ASSISTANTS**

- A. The Architect may appoint assistants and representatives. The assistants and representatives are authorized to inspect work and materials, to give directions pertaining to the Work or to the safety and convenience of the public, to approve or reject materials, and to make measurements of quantities.
- B. In case of any dispute arising between the Contractor and the Architect's assistants, as to materials furnished or the manner of providing work, the Architect's assistants are authorized to reject materials or to suspend work until the dispute is referred to and decided by the Architect.
- C. The Architect's assistants are not authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications, nor to issue instructions contrary to the Contract Drawings and Specifications.
- D. The Architect's assistants will not act as foremen or perform other duties for the Contractor.
- E. The City will not have any responsibility whatsoever for Extra Work performed for which there is no specific proper written authorization.

### **3.8 INSPECTION OF WORK**

- A. All materials and each part or detail of the Work shall be subject to inspection by the Architect. The Architect shall at all times have access to the Work and be furnished with information and assistance by the Contractor as required, at no additional cost to the City, to make a complete and detailed inspection.
- B. The Contractor, if requested by the Architect, shall before acceptance of the Work, remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore said work to the standard required by the



Contract Documents. Should work exposed or examined prove acceptable to Architect, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work. Should work exposed or examined prove unacceptable to Architect, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be at no additional cost to the City.

- C. Any work done or materials used without Architect's authorization may be ordered, removed and replaced, at no additional cost to the City.
- D. The Contractor shall furnish written information to the Architect stating the original sources of supply of all materials manufactured away from the Work site. This information shall be furnished at least two weeks (or as otherwise required by the Architect) in advance of the incorporation in the Work of such materials.
- E. When any unit of government or political subdivision other than the City is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government or political subdivision a party to this Contract and shall in no way interfere with the rights of either party hereunder.
- F. Inspection of Work shall not relieve the Contractor of any of his obligations to fulfill the requirements of the Contract Documents.
- G. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor obligate the City to make final acceptance.
- H. The Contractor shall give prior notice to the Architect when work on the various items is to be performed by the Contractor or his subcontractors. If work is suspended on any item, the Contractor shall give prior notice to the Architect before resuming such work. Except in the case of an unforeseen emergency, neither the Contractor nor any subcontractor shall perform any Work requiring inspection at hours other than during the normal workday without prior approval of the Architect.

### **3.9 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK**

- A. Defective work shall be promptly remedied, or removed and replaced, notwithstanding that such work has previously been inspected and approved or estimated for payment. If the work or any part thereof shall be found defective at any time, the Contractor shall, at no additional cost to the City, make good such defect in a satisfactory manner.
- B. Work performed and Extra Work done without written authorization will be considered unauthorized work and the Contractor will receive no compensation therefore. If required by the Architect, unauthorized work shall be remedied, removed, or replaced, at no additional cost to the City.
- C. Upon failure of the Contractor to remedy, remove, or replace defective or unauthorized work, or to comply promptly with any requirement of the Architect made under this Article, the City may cause defective or unauthorized work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due the Contractor.

### **3.10 FINAL ACCEPTANCE**

- A. Upon substantial completion of the Work, the Contractor shall present, in writing, to the City its certification that the Work has been substantially completed. Within 21 days thereafter, the City as a result of its inspection of the Work will present to the Contractor either a written declaration that the Work has been substantially completed or an itemized list of incomplete or unsatisfactory Work items required by the Contract sufficient to demonstrate that the Work has not been substantially completed. The City may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract completion date, within which the Contractor must achieve substantial completion of the Work. If the City fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the Contractor's certification within the 21-day period, the Contractor's certification shall take effect as the City's declaration that the Work has been substantially completed.

- B. If the Work or any part thereof is not acceptable to the Architect at the time of the inspection, the Contractor will be notified in writing of the particular defects or parts to be remedied before final acceptance. If the Contractor has not arranged within a period of 5 days after the date of transmittal of such notice of non-acceptability, to complete the Work as directed by the Architect, the City may, without further notice and without in any way affecting the Contract, make such other arrangements as may be considered necessary to insure satisfactory completion of the Contract. The cost of completing such Work will be deducted from any moneys due or which may become due to the Contractor under the Contract.
- C. Substantial completion, for the purposes of this Article, shall mean either that the Work required by the Contract has been completed except for Work having a Contract price of less than one percent (1%) of the then adjusted total Contract price, or substantially all of the Work has been completed and opened to public use, or ready to be used/occupied by the City or an operating contractor except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract.
- D. Also, see Article 5.20 and 7.7.

**END OF ARTICLE 3**

#### **4.0 ARTICLE 4 - CONTROL OF MATERIALS**

##### **4.1 DEFECTIVE MATERIALS**

- A. Contractor furnished materials rejected by the Architect shall be removed immediately from the site of the Work unless otherwise permitted by the Architect. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the Architect. If the Contractor fails to comply promptly with a request by the Architect, made under the provisions of this Article, the Architect may cause the removal and replacement of rejected material and the cost thereof will be deducted from any moneys due or to become due the Contractor.

##### **4.2 ASBESTOS MATERIALS**

- A. The Contractor shall not furnish or install asbestos or materials containing asbestos under this Contract.

##### **4.3 BANNED MATERIALS**

###### **A. Lead paint**

1. The Contractor shall not furnish or apply lead containing paint on surfaces within the limits of the Contract.
2. Lead containing paint is defined as paint or other similar surface coating material that contains lead or lead compounds in excess of 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film.

**END OF ARTICLE 4**

## **5.0 ARTICLE 5 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **5.1 LAWS TO BE OBSERVED**

- A. The Contractor shall keep himself fully informed concerning all requirements of law, including all state and federal laws, county and municipal ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the City, and all municipal boards, commissions, departments, officers, employees, and/or agents against all suits or claims of any kind or nature, and all damages, costs, and expenses, including but not limited to all fees and charges of architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising from, based on, or the result of the negligent or willful violation or omission of the requirements of the law and/or failure to comply with the terms and conditions of this Contract, whether by Contractor, or his employees, consultants, representatives, agents, and/or subcontractors in the performance of Work covered by this Contract. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such requirements of law, the Contractor shall immediately report the facts to the Architect in writing. The Contract and all Contractor's activities in performance of the Contract, shall be governed by the laws of the Commonwealth of Massachusetts.
- B. The City requires all corporate Bidders and vendors soliciting business with the City of New Bedford which are not Massachusetts Corporations to be registered as a Foreign Corporation in the Commonwealth of Massachusetts in accordance with M.G.L. c. 156D. Foreign corporate Bidders and vendors must register as a foreign corporation doing business in Massachusetts and appoint a Resident Agent for service of process within the Commonwealth of Massachusetts. The necessary forms may be downloaded from the state web site [www.state.ma.us/sec](http://www.state.ma.us/sec).
- C. Other out-of-state business organizations, such as individual proprietorship, partnerships, and joint ventures, shall appoint an agent in this Commonwealth for the service of legal process and furnish a copy of such appointment to the State Secretary prior to the issuance of a contract by the City.
- D. Work shall be in accordance with the Massachusetts State Building Code.
1. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the City, and all municipal boards, commissions, departments, officers, employees, and/or agents against all suits or claims of any kind or nature, and all damages, costs, and expenses, including but not limited to all fees and charges of Architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising from, based on, or the result of the negligent or willful violation or omission of the requirements of any law, ordinance, safety code, regulation, order or decree whether by the Contractor or his employees, consultants, representatives, agents, and/or subcontractors in the performance of Work covered by this Contract.
  2. Such laws, ordinances, codes, regulations, orders, or decrees may restrict and limit the Contractor's working hours or use of certain types of equipment on the Project. The Contractor shall become familiar with such restrictions and limitation prior to submitting a Bid.
  3. The Contractor shall give all necessary notices, obtain all permits as required and pay all government taxes, fees, and other costs in connection with the Work. The Contractor shall file all necessary drawings, prepare all documents, and obtain all necessary approvals of all governmental departments that have jurisdiction. The Contractor shall obtain all required Certificates of Inspection prior to acceptance and final payment for the Work. Compensation for conforming to all provisions of this Article, shall be considered as included in the prices for the various contract Items of Work and no additional compensation will be allowed therefore.
- E. Labor, lodging, board, maximum hours of employment, keeping of payroll records

1. Every employee in public work shall lodge, board, and trade where and with whom the employee elects; and no person or person's agents or employees under contract with the City for the doing of public work, shall directly or indirectly require as a condition of employment therein, that the employee shall lodge, board, or trade at a particular place or with a particular person (M.G.L. c. 149, § 25)
  2. No laborer, workman, mechanic, foreman, or inspector working within this Commonwealth, in the employ of the Contractor, subcontractor, 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 8 hours in any one day or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency. (M.G.L. c. 149, § 34, as amended.)
  3. Upon request of or the Massachusetts Department of Labor and Industries, the Contractor shall furnish certified copies of any and all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said Works, and the hours worked by, and the wages paid to each such employee and email to [Purchasing@newbedford-ma.gov](mailto:Purchasing@newbedford-ma.gov) on weekly basis. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the Work. This requirement shall also apply to the work of any subcontractor, having a subcontract for any of the Work performed on the Contract. Such records shall be kept in such manner as the Massachusetts Executive Office of Labor and Workforce Development shall prescribe, and shall be open to inspection by the Architect or any authorized representative of the Executive Office of Labor and Workforce Development at any reasonable time and as often as may be necessary.
  4. The Contractor shall also maintain books, records and other compilations of data pertaining to the requirements of this Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, reviews, and copying of records. Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Contractor's offices upon City's request.
  5. In case the Work covered by the Contract is financed from federal funds, the above provisions relative to the hours of employment shall be subject to such revision and amendment as are required by the rules and regulations controlling the expenditures of such federal funds.
- F. The Contractor must comply with the M.G.L. c. 30, § 39R. A Contractor's failure to satisfy any of the requirements of this statement may be grounds for disqualification pursuant to M.G.L. c. 149, § 44C.
1. The record retention aspects of this subsection apply to all contracts awarded by the City regardless of value. The requirement relative to the internal auditing and management controls, including the filling of an annual statement, apply to contracts awarded with a value greater than \$100,000.

## **5.2 PERMITS AND LICENSES**

- A. The Consultant represents that he is qualified to perform all services required under this Contract. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notice necessary and incidental to the due and lawful prosecution of the Work.
- B. Permits and licenses shall be in the name of the City of New Bedford.

## **5.3 MOTOR VEHICLES**

- A. Motor vehicles (except vehicles used solely for transporting employees to and from the Contract location) used wholly or in part within the Commonwealth by the Contractor or a subcontractor, or by a person directly or indirectly employed by them in the execution of the Contract, shall be appropriately registered in the State of Massachusetts and bear valid registration plates.
- B. Motor vehicles used solely for transporting employees to and from the Contract location shall be registered as required under M.G.L. c. 90, § 3, as amended.
- C. A vehicle shall not be driven on any way, as defined in Section 1 of Chapter 90 of the General Laws of the Commonwealth, unless it is constructed or loaded so as to prevent any of its load from dropping, shifting, leaking, or otherwise escaping therefrom. (M.G.L. c. 85, § 36 as amended.)
- D. All diesel construction equipment shall have emission control devices installed, such as oxidation catalysts or particulate filters on the exhaust system side of the diesel combustion engine equipment.

#### **5.4 INSURANCE REQUIREMENTS**

- A. Prior to commencement of this Contract, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford (City). The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Contract.
- B. If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval, and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Contract, at the sole election of the City, may be declared suspended, discontinued, or terminated. Failure of the Contractor to provide and maintain any of the required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Contractor concerning indemnification. Prior to contract award, the City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in City's best interest to do so.
- C. Contractor shall maintain Workers Compensation, General Liability, Automobile Liability, Umbrella, and Pollution Liability Insurance Policies for the minimum amount required by this Contract. Insurance coverages and certificates shall be provided and include City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies. All such insurance as is required of the Contractor shall be provided by Contractor by or on behalf of all subcontractors to cover subcontractor operations performed. The Contractor shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by the subcontractors. Minimum required insurance limits (coverage on an occurrence basis):
  - 1. Commercial General Liability:
    - a. \$2,000,000 Products/Completed Operations Aggregate
    - b. \$2,000,000 General Aggregate
    - c. \$1,000,000 Any One Occurrence
  - 2. Employers Liability (Coverage "B" on the Workers Compensation Policy)
    - a. \$500,000 Each Accident
    - b. \$500,000 Each Employee for Injury by Disease

- c. \$500,000 Aggregate for Injury by Disease
- d. Alternate Employer Endorsement is required

3. Commercial Automobile

- a. \$1,000,000 Combined Single Limit/Bodily Injury and Property Damage
- b. \$1,000,000 Hired/Non Owned Auto

4. Umbrella/Excess Liability

- a. \$2,000,000 Any One Occurrence
- b. \$2,000,000 Aggregate

5. Pollution

- a. \$1,000,000 Per Occurrence
- b. \$2,000,000 Aggregate

- D. To the fullest extent permitted by laws, any Contractor or subcontractor who does not carry worker's compensation insurance coverage, as required herein, to protect him or herself personally from work-related injuries hereby releases, holds harmless, and indemnifies the City from any injuries that may occur to the contractor himself during the course of the project. In no way does this provision affect the absolute duty of every contractor and subcontractor to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Contract and all applicable state and federal laws.
- E. To the fullest extent permitted by laws, the Contractor hereby acknowledges and agrees that it shall indemnify, hold harmless, and defend the City, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners of the City, from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractor's work under this Contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting therefrom, and (2) is caused in whole or in part by any acts or omissions of the Contractor, its employees, agents or sub-contractors, or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.
- F. The Contractor hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the Contractor's work and to assume the cost of defending the City against claims as described in the forgoing paragraph.
- G. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of Contractor's insurance, except for nonpayment. Contractor must furnish the certificate referred to above as an express condition precedent to the Contractor's duty to make any progress payments to contractor pursuant to this Contract.
- H. THE CONTRACTOR MUST FURNISH THE CITY OF NEW BEDFORD WITH A SIGNED CONTRACT AGREEMENT AND CERTIFICATE OF INSURANCE IN COMPLIANCE WITH THIS CONTRACT BEFORE THE CONTRACT IS SIGNED.

## **5.5 PATENTED DEVICES, MATERIAL AND PROCESSES**

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the City, and all municipal boards, commissions, departments, officers, employees, and/or agents against all suits or claims of any kind or nature, and all damages, costs, and expenses, including but not limited to all fees and charges of Architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising from, based on, or the result of the negligent or willful infringement or alleged infringement of any patents or patent rights on any invention, process, material, equipment, article, apparatus, and/or any part thereof, furnished and/or installed by the Contractor, his employees, consultants, representatives, agents, and/or subcontractors in the performance of Work covered by this Contract, and/or arising from or occasioned by the use of manufacture thereof, including their use by the City. In case such materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at his expense, shall:
1. Secure for the City the right to continue using said materials, equipment, devices, or processes by suspension of the injunction or by procuring a license or licenses; or
  2. Replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices, or processes; or
  3. Modify them so that they become non-infringing, or remove the enjoined materials, equipment, devices, or processes and refund the sums paid therefore without prejudice to any other rights of the City or the Architect.
- B. When Federal funds are involved, patent rights to any patentable result arising out of the Work, as well as all information, designs, specifications, know-how, data, and findings, shall be made available to the Government for public use, unless the Federal Department involved shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.

## **5.6 PROTECTION AND RESTORATION OF PROPERTY**

- A. Compensation for conforming to all provisions of this Article, unless compensation is authorized in writing by the Architect, as specified in Article 2.3, shall be considered as included in the prices for the various Contract items of Work and no additional compensation will be allowed therefore.
- B. The Contractor shall confine his movements and operations insofar as possible to the area within the limits of the Work, and the area outside the limits of the Work shall not be disturbed except as directed.
- C. The Contractor shall, at no additional cost to the City, preserve and protect from injury all property along and adjacent to the proposed Work. The Contractor shall be responsible for and shall repair, at no additional cost to the City, any and all damage and injury thereto, arising out of or in consequence of any act or omission, neglect or misconduct in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, his employees, consultants, representatives, agents, and/or subcontractors in the performance of the Work covered by the Contract prior to completion and acceptance thereof.
- D. Although the Contract Drawings may indicate the approximate location of existing items in the vicinity of the Work, accuracy and completeness of the information is not guaranteed by the City. Before commencing any work or operations that may endanger or damage structures, the Contractor shall carefully locate all such structures and conduct his operations in such manner as to avoid damage thereto. When necessary, the Contractor shall cooperate with representatives of the City in order to avoid damage to their structures by furnishing and erecting suitable supports, props, shoring, and/or other means of protection.

## **5.7 PROTECTION OF PUBLIC LANDS,**

- A. In the execution of any Work within or adjacent to any state or national forest, park, or other public or private lands, the Contractor shall comply with all of the regulations of the appropriate authorities having jurisdiction over such forest,



park, or lands. The Contractor shall keep the areas in his construction operations in an orderly condition and properly dispose of all refuse and discarded materials.

- B. The Contractor shall obtain construction permits that may be required for Contract operations, not a part of the Contract, in accordance with the requirements of the regulations of the appropriate authorities.

## **5.8 HAZARDOUS ENVIRONMENTAL CONDITION AT SITE**

- A. Contractor may not rely upon or make any claim against City or Architect, or any of their related entities 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.
- B. Subject to Article 5.8.G, 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. 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.
- C. The Contractor shall take all necessary steps not to disturb or exacerbate Hazardous Environmental Conditions.
- D. If Contractor encounters 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 (except in an emergency as required by Article 5.9, and (iii) notify City and Architect (and promptly thereafter confirm such notice in writing). City shall promptly consult with Architect concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after City has obtained any required permits related thereto and delivered to Contractor written notice: (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 City 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 therefore as provided in Articles 5.13 and 5.15, respectively.
- 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 City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If City 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 therefore as provided in Articles 5.13 and 5.15, respectively. City may have such deleted portion of the work performed by City's own forces or others at the City's discretion.
- G. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the City and Architect, and all municipal boards, commissions, departments, officers, employees, and/or agents against all suits or claims of any

kind or nature, and all damages, costs, and expenses, including but not limited to all fees and charges of attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising from, based on, or the result of Hazardous Environmental Condition(s) negligently or willfully created by Contractor, its employees, consultants, representatives, agents, or subcontractors in the performance of Work covered by this Contract. Nothing in this Paragraph shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

## **5.9 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 Architect 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 Architect determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

## **5.10 DISPOSAL OF MATERIALS OUTSIDE THE WORK SITE**

- A. Unless otherwise specified in the Contract Specifications, the Contractor shall make his own arrangement for disposing of waste and excess materials outside the work site, at no additional cost to the City.
- B. Unless otherwise provided in the Contract Specifications, full compensation for all costs involved in disposing of materials as above specified, including all costs of hauling, shall be considered as included in the price paid for the Contract Item involving such materials and no additional compensation will be allowed therefore.
- C. In the disposal of excavated material, and other waste and excess materials, the Contractor shall adhere to all applicable laws of the Commonwealth of Massachusetts and to municipal and local ordinances and regulations.

## **5.11 SAFETY AND FIRST AID REQUIREMENTS**

- A. The Contractor shall adhere to all precautions necessary to the safety and health of the workmen in accordance with provision of Federal Regulation 29 CFR Parts 1926.58 and 1910.1001, and Massachusetts Regulations 453 CMR 6.00.
- B. The Contractor's safety program shall be submitted in writing to the Architect for review within 5 days after receipt of a notice of award. The proposed safety program shall include the name, experience, and qualifications of the Contractor's proposed safety representative. No work at the job site shall begin until the Architect has reviewed the Contractor's safety program and safety representative. Implementation and enforcement of the safety program for the forces of the Contractor and all subcontractors shall be the responsibility of the Contractor.
- C. The Contractor's safety representative shall have a thorough knowledge of safety and OSHA regulations. If, in the opinion of the Architect, the Contractor's safety representative is not effective in carrying out the duties assigned and as described below, the Architect may request, in writing, that the Contractor replace the safety representative.
- D. The duties of the safety representative shall include maintenance of the Contractor's safety program, enforcement of safe practices, and the use of safety equipment and personal protection equipment, and other such activities as may be required by OSHA to maintain job safety and accident prevention. The safety representative shall not be changed, terminated, nor reassigned without the written approval of the Architect.
- E. Attention of the Contractor is specifically directed to the General of this Contract, which shall be made a condition of each subcontract entered into pursuant to the Contract. Further, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, Published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

- F. The City may stop any work that it considers to be unsafe.

## **5.12 RESPONSIBILITY FOR DAMAGE CLAIMS**

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the City and all municipal boards, commissions, departments, officers, employees, and/or agents against all suits, claims, or liability of every name and nature, and all damages, costs, and expenses, including but not limited to all fees and charges of Architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, for, on account of, or due to any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor, his employees, consultants, representatives, agents, and/or subcontractors in the performance of the Work covered by the Contract, and/or failure to comply with the terms and conditions of this Contract, whether by the Contractor or his employees, consultants, representatives, agents, and/or subcontractors. The Contractor shall be held responsible for any and all claims for damage to structures and utilities due to Contractor's operations or to the operations of any of the Contractor's employees, consultants, representatives, agents, and/or subcontractors.
- B. The provisions of this Article shall in no way relieve the Contractor from any liability for damage to property of others caused by the Contractor's negligence or that of the Contractor's employees nor shall they be construed to require the City to indemnify the Contractor against any loss resulting from such acts of negligence. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the City and all its officers, agents, and employees against all suits, claims, or liability of every name and nature, for or due to any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor in the performance of the Work covered by the Contract, including those acts that are the result of Contractor's own negligence, or failure to comply with the terms and conditions of said Contract, whether by the Contractor or the Contractor's employees or subcontractors.

## **5.13 CLAIMS AGAINST CONTRACTOR FOR PAYMENT OF LABOR AND MATERIALS**

- A. The Contractor shall be responsible for prompt payment to all third parties' services, labor, equipment and materials furnished by or through the Contractor for purposes of the Contract.
- B. Forthwith after the Contractor receives payments, the 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 court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
- C. Each payment made by the City to the Contractor for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor.
- D. The City is not liable to any unpaid subcontractor. It is the Contractor's responsibility to pay any and all subcontractor(s).

## **5.14 PAYMENT OF TAXES**

- A. Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.
  - 1. Fines and penalties, including interest, are the responsibility of the Contractor and all costs associated therewith shall be borne by the Contractor, at no additional cost to the City.
- B. The Massachusetts Sales Tax, Chapter 64H, Section 6 and the Massachusetts Use Tax, Chapter 64I, Section 7, states that these taxes are not applicable to the sales of construction materials and supplies incorporated, consumed, employed or expended in construction projects of the City. This exemption is also applicable to rental charges for construction vehicles, equipment, and machinery rented, specifically for use on the site of the City's construction projects. Bidders are directed to exclude any allowance for Sales or Use Tax from their Bid Form as said tax would relate to the foregoing specific categories.

## **5.15 CLAIMS OF CONTRACTOR FOR COMPENSATION**

- A. No person or corporation, other than the signer of the Contract as Contractor, now has any interest Hereunder, and no claim shall be made or be valid, and neither the City nor any member, agent, or Employee thereof, shall be liable for, or be held to pay, any money.
- B. All claims of the Contractor for compensation other than as provided for in the Contract due to any act or omission or commission by the City or its agents must be made in writing to the Architect within 10 days after the beginning of any work or the sustaining of any damage due to such act. Such written statement shall contain a description of the nature of the Work provided or damage sustained, and the Contractor, shall on or before the 15<sup>th</sup> day of the month succeeding that in which such Work is performed or damage sustained, file with the Architect an itemized statement of the details and amount of such work, or unless such statement shall be required, the claim for compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment due to any such work or damage. Such notice by the Contractor and the keeping of costs by the Architect shall not in any way be construed as proving the validity of the claim. The provisions of this paragraph shall not apply to changes in quantities as provided under Article 2.4 or to Extra Work ordered by the Architect in writing.
- C. On the basis of information provided in writing by the Contractor's own employees, servants, or agents, the Contractor shall certify, in writing, that the Work for which he is claiming payment, other than as provided for in the Contract, is work actually performed, and the costs as shown are the amounts legally due for providing such Work for which payment is claimed.
- D. The Architect will determine all questions as to the amount and value of such Work, and the fact and extent of such damage and will notify the Contractor in writing of this determination.
- E. Acceptance by the Contractor of the final payment made under the provisions of Article 7.7 shall operate as and shall be a release to the City and every member, agent, and employee thereof, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the Work, or for any act or neglect of the City or of any person relating to or affecting the Work except the claim against the City for the remainder, if any there be, of the amounts kept or retained pursuant to the Contract For claims for extensions of time, see Article 6.7.

## **5.16 OPENING PORTIONS OF CONTRACT FOR OPERATION OR OCCUPANCY**

- A. Any portion of the Work which is in acceptable condition for operation or occupancy may be opened for operation or occupancy as directed in writing by the City, but such operation or occupancy shall not be construed as an acceptance of the Work or part thereof, nor shall it act as a waiver of any of the provisions of the Contract Specifications or of the Contract; provided, however, that on such portions of the Work as are opened for such use, the Contractor shall not be required to assume any expense entailed in maintaining that portion of the Work opened for operation or occupancy. The City will be responsible for maintenance and any damage to the Work caused solely by the operation or occupancy of any portion of the Contract which has been opened to operations or occupancy as stipulated above, and it may order the Contractor to repair or replace such damage, whereupon the Contractor shall make such repairs at Contract unit prices so far as the same are applicable, or as Extra Work under the provisions of Article 2.3, if there are no applicable items in the Contract.
- B. If the Contractor is dilatory in completing items of the Work, the Architect may order all or a portion of the Work open to occupancy, but in such event the Contractor shall not be relieved of his liability and responsibility during the period the Work is so opened prior to final acceptance. The Contractor shall conduct the remainder of his operations so as to cause the least interference to occupancy. Additional costs incurred by the Contractor in conducting the remainder of his operations due to his being dilatory with parts of the Work shall be assumed by the Contractor, at no additional cost to the City.

## **5.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

- A. Until final written acceptance of the Work, the Contractor shall have the charge and care of the Work. The Contractor shall take every necessary precaution against injury or damage to the Work by action of the elements, or from any other cause, whether arising from the execution or the non-execution of the Work.
- B. The Contractor shall bear all losses resulting from or due to the amount or the character of the Work or because the nature of the environment in or on which the Work is done are different from that which was estimated or expected, or due to bad weather or other causes.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and final acceptance, and shall bear the expense thereof, except damage to the Work due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, to "Acts of God" (limited to hurricane, tornado, cyclone and earthquake as classified by the United States Weather Bureau for the particular locality and for the particular season of the year, and in addition thereto, damages resulting directly from flooding from any of the aforementioned "Acts of God"). The repair of such damages shall be done by the Contractor and paid for at the respective Contract unit prices for the quantity and items of Work involved. In any case in which the estimate for replacing such Work or repairing such damage caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to the foregoing, or an "Act of God" combined with any previously authorized Extra Work results in a change of such magnitude as to be incompatible with competitive bid status, the City reserves the right to terminate the Contract and to call for new bids and award a new Contract for such Work. In the event a Contract is terminated for such reason, the City will pay the Contractor such sum as may be due for Work performed up to the date of the "Act of God," or of damage directly due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing and will also take over and pay for any material stored at the site of the Work provided said material was intended to be and could have been incorporated into the Work; the City will also take over and pay for any material which was being especially fabricated for incorporation into the Work, provided, however, that as a condition precedent to the City's liability for such material, the Contractor is legally liable therefore and the material was intended to be and could have been incorporated in the Work.
- D. Issuance of an estimate of any part of the Work done will not be construed as final acceptance of any Work completed up to that time.
- E. Should the Contractor fail to take prompt action whenever conditions make it necessary, the City will make emergency repairs or cause the same to be made, with the stipulation that the costs for such repairs shall be charged against the Contractor and deducted from moneys due the Contractor.
- F. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Contract and shall take such precautions as may be necessary to prevent damage to the Work, and shall erect any necessary temporary structures, signs, or other facilities, at no additional cost to the City.

#### **5.18 CONFLICT OF INTEREST**

- A. It is understood and agreed that no gift, loan, or other thing of value has been or shall be given to any employee, agent, or officer of the City in connection with the award or performance of the Contract. Also, no employment shall be given to and no renting, leasing, or purchasing of equipment, supplies, or materials shall be arranged or made with or through any employee, agent, or office of the City by the Contractor.
- B. No board member, officer or employee of the City, officer or employee of any independent authority, political subdivision of the Commonwealth of Massachusetts, officer, employee or elected official or any city, county, or town authority within the Commonwealth of Massachusetts, during his/her tenure and for 1 year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- C. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

## **5.19 PERSONAL LIABILITY OF CITY OFFICIALS**

- A. In carrying out any of the provisions of the Contract Documents, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Director, Architect, or their authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

## **5.20 NO WAIVER OF LEGAL RIGHTS**

- A. The City shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work provided and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or the Contractor's Sureties, or both, such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.
- B. A waiver by either the City or Contractor of any breach of this Contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Contract in any form or manner by either the City or Contractor shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. Any remedy provided in the Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the City shall also be entitled as of right to writ of injunction against any breach of any of the provisions of the Contract.

## **5.21 EQUAL OPPORTUNITY CLAUSE**

During the performance of the Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, 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 setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment, without regard to race, creed, color, religion, sex, or national origin. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts of investigation to ascertain compliance with such rules, regulations, and orders.
- E. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part; and the Contractor

may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

- F. The Contractor shall include the portion of the sentence immediately preceding paragraph "A" and the provisions of paragraphs "A" through "G" of this Article 5.21 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 11246 of September 24, 1965, as amended, so that such provision shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- G. The Contractor shall comply with any and all applicable Massachusetts and Federal Anti-Discrimination Requirements.

**END OF ARTICLE 5**

## **6.0 ARTICLE 6 - PROSECUTION AND PROGRESS**

### **6.1 SUBLETTING OR ASSIGNMENT OF CONTRACT**

- A. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under control.
- B. Contractor is an independent contractor, solely responsible for methods and means used in performing the services under this Contract, and is not an employee, agent, or partner of the City. Contractor is not authorized to enter into any agreement with any party on behalf of the City.
1. The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Contract and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Contract.
  2. The City reserves the right to terminate this Contract by written notice in the event of a sale or transfer of ownership in the Contractor's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.
  3. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title, or interest therein, without written consent of the City. If consent is given, the Contractor shall be permitted to sublet a portion thereof, but shall provide with the Contractor's own organization, Work amounting to not less than 10 percent of the original total Contract amount, except that any items designated in the Contract as Filed Sub-Bid Classes of Work shall be provided by Filed Sub-Bid Subcontractors and the amount of any such Filed Sub-Bid Classes of Work provided by Filed Sub-Bid Subcontractors may be deducted from the total amount in computing the amount of Work required to be provided by the Contractor's own organization. No subcontracts, or transfer of contract, shall in any case release the Contractor from liability under the Contract and bonds.
  4. The provisions of M.G.L. c. 149, § 44A-44J with respect to sub-bidders on buildings will apply when so indicated in the Notice to Bidders.
- C. Consent to sublet any part of the Work shall not be construed to be an approval of said subcontract or of any of its terms but shall operate only as an approval of the making of a subcontract between the Contractor and subcontractor.
- D. A subcontractor (vendor, or supplier) will be recognized only in the capacity of an employee or agent of the Contractor, and the subcontractor's removal may be required as in the case of an employee.
- E. As soon as practicable after execution of the Contract, the Contractor shall submit to the City applications for approval of subcontractors for any part of the Work it is proposed to sublet. In addition to stating the name and address of the proposed subcontractor, each application shall give the items, or any portions thereof, proposed to be sublet by item number and description, and the total value of the Work proposed to be sublet based on the primary contract unit prices where established, or, where not established, on the approved breakdown estimate of a lump sum price required under Article 7.5 and not on the amount of the subcontract. The application shall also show pertinent information in order to enable the City to ascertain whether the proposed subcontractor is reliable and able to perform the work.
- F. Any subcontractor must comply with the terms of this contract and the requirements of any and all applicable laws, including but not limited to: Article 5.4 regarding insurance requirements, the prevailing wage rates as determined by the Division of Occupational Safety of the Department of Labor and Workforce Development, and the provisions of M.G.L. c. 149, §§ 26-27. Further, pursuant to M.G.L. c. 30 § 39L, the commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other



public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

- G. The Contractor shall additionally direct the attention of subcontractors and all suppliers of material to the requirements of Article 3.8.

## **6.2 PROSECUTION OF WORK**

- A. The Contractor shall commence the Work within 15 calendar days from the date of the mailing of the executed Contract by the City to the Contractor, unless otherwise directed in writing by the City. The Contractor shall complete the Work within the days specified.
- B. Should the prosecution of the Work for any reason be discontinued, the Contractor shall notify the Architect at least 24 hours in advance of resuming operations.
- C. If in the City's judgment it is necessary at any time, the Contractor shall when directed, employ such forces and equipment for one or more additional shifts as will be required to insure the proper and timely completion of the Work.
- D. The Contractor shall not provide work at any time when conditions are unsuitable for its execution, safety, and permanence. This provision shall not be interpreted as constituting any waiver, release or lessening of the Contractor's obligation to bring the Work to entire completion within the Contract time stipulated, therefore.
- E. The Contractor shall not receive any additional compensation for the requirements of this Article.

## **6.3 LIMITATIONS OF OPERATIONS**

- A. The Contractor shall conduct the Work at all times in such a manner and in such sequence as will assure the least interference with vehicular, marine, and pedestrian traffic, operations of railroads, and occupant and consumer entrance to and exit from adjacent buildings and property.

## **6.4 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT**

- A. The Contractor shall at all times employ sufficient labor and equipment to prosecute the several classes of work to full completion in the manner and time required by the Contract Documents.
- B. The Contractor shall provide all cutting, fitting, and patching of the work that may be required to make its several parts fit together properly, and shall not endanger any work by cutting, excavating, or otherwise altering the work in any part thereof.
- C. The Contractor shall employ only competent persons and subcontractors to do the Work. In addition, the Contractor shall hire persons, who, in the opinion of the Architect are well qualified to direct, advise or perform certain specialized types of work as described in the Specifications.
- D. All workmen shall have sufficient skill and experience to perform the Work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operations of the equipment required to perform all work properly and satisfactorily.

- E. Any person employed by the Contractor or by any subcontractor who, in the Architect's judgment, does not perform the work in a proper and skilled manner or is intemperate or disorderly or otherwise unsatisfactory shall at the written request of the Architect, be removed by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Architect.
- F. Should the Contractor fail to take the necessary action to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Architect may suspend the Work by written notice until such orders are complied with.
- G. The Contractor shall employ Architects registered in the Commonwealth of Massachusetts, qualified superintendents, foremen, and other supervisory employees to plan all Work operations and to represent the Contractor at all of the several parts of the Work and they shall be present at all times while the Work entrusted to them is in progress and shall be informed thoroughly regarding the Work.
- H. All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to private or public property will result from its use.
- I. When methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor may use any methods or equipment that demonstrate to the satisfaction of the Architect the ability to accomplish the Work in conformity with the requirements of the Contract.
- J. When the Contract Documents specify the methods and equipment by which the construction shall be performed, such methods and equipment shall be used unless otherwise authorized in writing by the Architect. If the Contractor desires to use a method or type of equipment other than that specified, such approval should be requested in writing from the Architect. The request shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If written approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with the Contract requirements. If after trial use of the substituted methods or equipment, the Architect determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality or take such other corrective action as the Architect may direct. No changes will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

## **6.5 DELAY AND SUSPENSION OF WORK**

- A. The Architect has the authority to delay the commencement of the Work and delay or suspend any portion thereof, for such period or periods as it may be deemed necessary, because of conditions beyond the control of the City or the Contractor, for the failure of the Contractor to correct conditions unsafe for the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for causes and conditions considered unsuitable for the prosecution of the Work; for acts of third persons not a party to the Contract; or for any other cause, condition, or reason deemed to be in the public interest.
- B. Upon receipt of written order of the Architect, the Contractor shall immediately delay the commencement of the Work or delay or suspend any portion thereof in accordance with said order. Work shall not be suspended or delayed without prior written approval or order of the Architect. The work shall be resumed when conditions warrant or deficiencies have been corrected and the conditions of the Contract satisfied as ordered or approved in writing by the Architect. The Contractor's attention is also directed to the public safety, that shall govern during any period of temporary or partial suspension of work.

## **6.6 CLAIM FOR DELAY OR SUSPENSION OF WORK**

- A. The Contractor shall have no claim for damages of any kind due to any delay in commencement of the Work or any delay or suspension of any portion thereof, except as hereinafter provided.

1. Pursuant to M.G.L. c. 30, § 39O, in the event a suspension, delay, interruption, or failure to act by the City increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions "a" and "b" give the Contractor against the City, but nothing in provisions "a" and "b" shall in any change, modify, or alter any other rights which the general Contractor or the subcontractor may have against each other.
  - a. The City 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 City; provided, however, that if there is a suspension, delay, or interruption for 15 days or more or due to a failure of the City to act within the time specified in the Contract, the City will make an adjustment in the Contract price for any increase in the cost of the Contract but shall not include any profit to the Contractor on such increases; and provided further, that the City will 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 provision.
  - b. The Contractor must submit the amount of a claim under provision "a" of this subsection to the City 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 City shall not approve any costs in the claim incurred more than 20 days before the Contractor notified the City in writing of the act or failure to act involved in the claim.

#### **6.7 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION**

- A. The Contractor shall complete, entirely, and in an acceptable manner, the Work required under the Contract within the time stated in the Bid Form, except that the Contract time for completion shall be adjusted as follows:
  1. If the Contract is not awarded as contemplated by the Instructions to Bidders, then the number of days allowed for the completion of the Work will be computed from the date of mailing of the executed Contract to the Contractor or the date on which the Contractor was directed to commence Work whichever is later. If the Contract specifies a specific calendar date for completion and the Contract is not awarded as contemplated by the Instructions to Bidders, then the Contractor will be entitled to an extension of time equivalent to the number of days elapsed from 60 days (45 days if Federal funds are involved) after the opening of bids up to and including the day of mailing of the executed Contract by the City or the date on which the Contractor was directed to commence Work whichever is later.
  2. If commencement of Work or any part thereof is delayed or suspended by the City (except for unsuitable weather, winter months, or reasons caused by the fault or neglect of the Contractor), the Contractor will be granted an extension of time in which to complete the Work or any portion of the Work required under the Contract equivalent to the duration of the delay less a reasonable period of time within which the Contractor could have done necessary preliminary work.
  3. When delay occurs due to causes reasonably beyond the control and without the fault or negligence of the Contractor, including but not restricted to "Acts of God," to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, acts of the Government, acts of the state or any political subdivision thereof, acts of other contracting parties over whose acts the Contractor has no control, fires, floods, epidemics, abnormal tides, (not including spring tides), severe coastal storms accompanied by high winds or abnormal tides, freezing of streams and harbors, abnormal time of winter freezing or spring thawing, interference from recreational boat traffic, use of beaches and recreational facilities for recreational purposes during the summer season, abnormal ship docking and berthing, unanticipated use of wharves and storage sheds, strikes except those caused by improper acts or omissions of the Contractor,

extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, the time for completion of the Work shall be extended as determined by the Architect to be equitable.

4. An "Act of God" as used in this Article is understood to imply an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense of. A rain, windstorm or other natural phenomenon of normal intensity, based on United States Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an "Act of God" and no extension of time will be granted for delays resulting therefrom. Within the scope of acts of the Government, consideration will be given to properly documented evidence that the Contractor has been delayed in obtaining any material or class of labor because of any assignment of preference ratings by the Federal Government or its agencies to other contracts.
  5. Each Extra Work Order or Change Order issued will include a statement of additional time, if any, that is agreed upon by the Contractor and the Architect required for the completion of the Contract by reason of this Extra Work Order or Change Order, and no other time allowance due to the performance of the Work covered by such Extra Work Order or Change Order will be allowed.
- B. An extension of time will not be granted for any delay or any suspension of the Work due to the fault of the Contractor, nor if a written request for an extension of time on account of delay due to any of the aforesaid causes is not filed within 15 days of the date of the commencement of the delay nor if the request is based on any claim that the Contract period as originally established was inadequate.
  - C. The Contract period has been carefully considered and has been established for reasons of importance to the City. This time limit will be enforced.
  - D. The probable slow-down or curtailment of Work during inclement weather and winter months has been taken into consideration in determining the total time required to complete the Contract; hence no extension of time will be allowed due to this reason.
    1. No extension of time will be allowed for winter conditions and weather conditions, except as described in Article 6.7.A.3.

## **6.8 FAILURE TO COMPLETE WORK ON TIME**

- A. On or before the expiration of the calendar days stated in this Contract, appearing herein before completion, or the date to which the time of completion will have been extended under the provisions of Article 6.7, the Work shall have been performed in accordance with the terms of the Contract. The time in which the various portions and whole of the Contract are to be provided and the Work is to be completed is an essential part of the Contract. The Contractor shall be responsible for and shall compensate the City in full for all costs incurred by the City due to the failure of the Contractor to complete all the work specified within the period of time; and for the case of the failure of the Contractor to complete the entire work within the time fixed in the Contract or any extension thereof.
- B. In case the Work has not been substantially and physically completed by the time stipulated (or by the date in which the completion time may have been extended in accordance with Article 6.7), the Contractor shall pay to the City a designated sum per day for the entire period of overrun in accordance with Section 10 of this Contract.
- C. Whatever the sum of money may become due and payable to the City by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City. This Article shall be construed and treated by the parties to the Contract not as imposing a penalty upon the Contractor for failing fully to complete the Work as agreed on or before the time specified in the Contract Specification (as it may have been extended in accordance with Article 6.7), but as liquidated damages to compensate the City for all additional costs incurred by the City because of the failure of the Contractor fully to complete said Work on or before the date of completion specified in the Contract Specification (as it may have been extended).

- D. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall not operate as a waiver on the part of the City of any of its rights under the Contract.

## **6.9 TERMINATION OF CONTRACT**

- A. If the Contractor shall be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver shall be appointed to the Contractor's property, or if the work to be done under the Contract shall be abandoned, or if the Contract or any part thereof shall be sublet without the previous written consent of the City, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or at any time the Architect certifies in writing to the City that the Work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the City may, by written notice, instruct the Contractor to discontinue the Work, or any part thereof, and thereupon the Contractor shall discontinue such Work or such part thereof, as the City may designate, and the City will require the Surety or Sureties to complete the Contract.
- B. If the Architect determines that the rate of progress is not satisfactory, the City, instead of notifying the Contractor to discontinue the Work or any part thereof, may notify the Contractor from time to time to increase the force, equipment, and plant, or any of them, employed on the whole or any part of the Work, stating the amount of increase required; and unless the Contractor shall, within 5 working days after such notice, increase such force, equipment, and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the Work or such part thereof or until the conditions as to the rate of progress shall, in the Architect's judgment, be fulfilled, the City may employ and direct the labors of such additional force, equipment, and plant as may, in the Architect's judgment, be necessary to insure the completion of the Work or such part thereof within the time specified, or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from the City to the Contractor, to increase the force, equipment, or plant, nor the employment of additional force, equipment, or plant by the City shall be held to prevent a subsequent notice from the City to the Contractor to discontinue Work under the provisions of the preceding portion of this Article.
- C. The Architect may exercise the rights under this paragraph to rectify adverse conditions as described in Article 3.9 and Article 4.0, and/or notify the Contractor's bonding company to take the necessary appropriate action to remedy the situation. It shall be understood that when the City exercises its rights hereinbefore described, the breach of Contract by the Contractor does not itself constitute termination unless stipulated by the City. The Contractor shall, as directed by the Architect, continue other works of the Contract.
- D. All expenses charged under this Article will be deducted and paid by the City out of any moneys then due or to become due the Contractor under the Contract, or any part thereof, and in such accounting, the City will not be held to obtain the lowest figures for the Work of completing the Contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor will be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the City upon completion of the Work without further demand being made therefore.
- E. Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Auditor. Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which the Contract is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Contract for services that will extend beyond a single fiscal year

shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for the year.

## **6.10 TERMINATION FOR CONVENIENCE**

- A. If the City determines that it is in the public interest to do so, the City may notify the Contractor to discontinue all work, or any part thereof. Such notice shall be given to the Contractor in writing and thereupon the Contractor shall discontinue such work, or such part thereof, as the City may designate.
- B. If the City notifies the Contractor to discontinue all work, or any part thereof, the City shall pay and the Contractor shall accept, as full payment for all work done and materials provided, the following sums:
  - 1. For all completed items of work for which there are unit prices provided in the Contract.
    - a. The original contract unit prices.
  - 2. For all work on partially completed items.
    - a. A sum agreed to by the Contractor and the Architect; or
    - b. The sum of items i through vi, below.
      - i. The actual cost for direct labor, materials (less salvage value, if any) and use of equipment plus 10 percent of this total for overhead; and
      - ii. The actual cost for Worker's Compensation and Employer's Liability Insurance, Health, Welfare and Pension Benefits, Social Security Deduction, and Employment Security Benefits; and
      - iii. Six percent of the total of i and ii for profit; and
      - iv. The estimated proportionate cost of surety bonds; and
      - v. The actual cost to the Contractor for work performed by a subcontractor plus 10 percent of such cost.
      - vi. No allowance will be made for general superintendence and the use of small tools and manual equipment.
  - 3. For costs of settlement.
    - a. Reasonable and necessary accounting, legal, clerical and other costs of work discontinuance; and reasonable and necessary storage, transportation and other costs incurred for the preservation, protection or disposition of the discontinued work.
    - b. When requested by the City, the Contractor shall furnish itemized statements of the cost of the work performed and shall give the City access to all accounts, bills and vouchers relating thereto and unless the Contractor, when requested, shall furnish such itemized statements and access to all accounts, bills and vouchers, he shall not be entitled to payment for the work for which such information is sought by the City.
    - c. The Contractor shall not be paid and the Contractor shall not have any claims for loss of anticipated profits, for loss of expected reimbursement or for any increased expenses resulting directly or indirectly from the discontinuance of any or all work or from unbalanced allocations, among the Contract items, of overhead

expense on the part of the Bidder and subsequent loss of expected reimbursement therefore or for any other cause.

- d. The Contractor shall incorporate the provisions of this Article and provisions in its Contracts with each of its subcontractors.

#### **6.11 CLAIM FOR INEFFICIENCIES**

- A. Contractor shall have no claim for inefficiencies of any kind due to delay including, but not limited to, the work, operations or schedule of this Contract or adjacent contracts, except as hereinafter provided.
  1. The cost of the work as related to inefficiencies shall be included with all other costs as associated with the Extra Work as authorized by the Extra Work Order and included in the Change Order.
  2. Additional claims for inefficiencies shall be brought by the Contractor within 30 days of the start of the work as authorized by the Extra Work Order.
    - a. Inefficiency claims brought by the Contractor after the 30-day period will be rejected by the City and the Architect.

**END OF ARTICLE 6**

## **7.0 ARTICLE 7 - MEASUREMENT AND PAYMENT**

### **7.1 MEASUREMENT OF QUANTITIES**

- A. Quantities of various items of work shall be determined, for purposes of payment, by the Architect and by the Contractor. Measurements will be made according to United States standard units of measurement.
- B. Method of measurement and computations to be used in determination of quantities of material furnished and of work provided under the Contract will be those methods generally recognized as conforming to good Architecting practice.
- C. The Contractor shall assist the Architect, as requested by the Architect, for the purpose of the measurement of quantities, at no additional cost to the City.

### **7.2 SCOPE OF PAYMENTS**

- A. The City will pay and the Contractor shall receive and accept the compensation as provided in the Preliminary Progress Schedule (specified in Article 2.5) in full payment for furnishing all materials, labor, tools and equipment, and for performing all work contemplated and embraced under the Contract; and for completing the Work in an acceptable manner according to the Contract Documents, except as provided herein.
- B. Payment of any current estimate or any retainage percentage shall in no way constitute an acknowledgement of the acceptance of the Work or in no way or degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to repair, correct, renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of materials used in or about the construction of the Work under Contract and its appurtenances, as well as damages due or attributable to such defects; which defects, imperfections or damages shall have been discovered on or before the expiration of the guaranty period specified in Article 2.8. The Architect shall be the sole judge of such defects, imperfections, or damages and the Contractor shall be liable to the City for failure to correct the same as provided herein.
- C. Except as specifically provided otherwise, no separate payment will be made, and all costs thereof shall be included in the Form of General Bid.

### **7.3 COMPENSATION FOR ALTERED QUANTITIES**

- A. When the accepted quantities of Work vary from the estimated quantities set forth in the Contract, and whether or not there have been any changes to the Contract Drawings, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract prices for the accepted quantities of work done. No allowance or other adjustment except as provided in Article 2.4 shall be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the Contractor and subsequent loss of expected reimbursements therefore or from any other cause except the said payment for the actual quantity done at the original Contract unit price.

### **7.4 OMITTED ITEMS**

- A. Should any item or items of Contract Work be determined unnecessary for the proper completion of the Work, the City may, upon written notice to the Contractor, eliminate such item or items from the Contract and allowance will not be made for such items so eliminated in making final payment to the Contractor, except for such actual work as shall be done and materials purchased, including the cost of moving in and out the special equipment necessary for work on the eliminated item or items, prior to notification of the elimination of such item or items.

### **7.5 PARTIAL PAYMENTS**

- A. The Architect will provide a monthly written estimate of the total amount of work done to the date of such estimate and the value thereof, including advance payments on products/materials stored or on hand but not yet incorporated in the Work which may be made as reserved in Article 7.7. The City will retain the following from these payments:



1. Five percent of the approved amount of the payment to secure satisfactory performance of the Contract Work.
  2. An amount sufficient to cover claims it has against the Contractor.
  3. An amount sufficient to cover all demands for direct payment filed by subcontractors pursuant to M.G.L. c. 30, § 39F.
  4. Five percent of the value of all items to be planted in the ground. The City will pay monthly to the Contractor while carrying on the Work the balance not retained as hereinbefore provided. No such estimates or payment shall be required to be made when, in the Architect's judgment, the Work is not proceeding in accordance with the provisions of the Contract, or the total value of the Work completed since the last estimate amounts to less than \$500.00.
- B. The City may, at its option, after 50 percent of the Work has been completed and is being performed in accordance with the Contract Documents, not retain the 5 percent to secure satisfactory performance of the Contract Work as provided in Article 7.5.A on any subsequent payments. However, if the City does not retain these monies, it will reimpose this 5 percent retainage on all subsequent payments should the Contractor fail to maintain progress in accordance with the Contract and approved schedule or fail to execute the Work as required by the Contract Documents. Retainages withheld under Articles 7.5.A.2 and 7.5.A.3 will remain in effect throughout the Contract Work period as detailed therein. Retainage withheld under Article 7.5.A.4 for plantings will be retained until Final Acceptance (see Article 7.7).
- C. Partial payments will be made on lump sum contracts and on lump sum items of a contract if the Contractor requests partial payment of such an item, in accordance with a schedule of the quantities and unit prices for the major components of a lump sum contract or of the lump sum items of a contract to be submitted by the Contractor and approved by the Architect prior to making partial payments for such contract or for such items.
1. For lump sum contracts.
  2. Each component part shall be considered as including all its concomitance so that the total cost listed for the components is the contract cost for the item.
  3. Approval of the schedule by the Architect shall not be considered as a guarantee to the Contractor that the quantities shown on the schedule are the approximate quantities actually included in the lump sum item.
  4. The schedule is only for the purpose of estimating partial payments and it shall not affect the Contract terms in any way.
- D. The Contractor shall certify in writing by means of a Certification of Work that the work for which payment is included in the estimate in question has in fact been done. The Certification of Work form shall be developed by the Contractor and approved by the Architect. The Certification of Work form shall be completed and signed by an authorized representative of the Contractor and it shall be submitted to the City with each payment request.
- E. Whenever the Work is substantially complete, the City may, if it considers the amount retained to be in excess of the amount adequate for its protection, at its discretion, release to the Contractor all or a portion of such excess amount and may cause the Contractor to be paid such portion of the retainage as it deems prudent.
- F. When the first partial payment estimate is prepared, the Contractor shall submit to the Architect a cash drawdown forecast indicating the estimated amount of each partial payment by month, projected through completion of the project. The Contractor shall, with each succeeding partial payment estimate, submit updated cash drawdown forecasts to the Architect. The forecast is for the purpose of estimating cash requirements.
- G. The Contractor shall develop a Statement of Payment to Subcontractor Form subject to approval by Architect. The Statement of Payment to Subcontractor Form shall be completed and signed by an authorized representative of the

Contractor and it shall be submitted to the City with each payment request.

## **7.6 SEMI-FINAL ESTIMATE**

- A. A semi-final estimate may be made, at the discretion of the City, under the following conditions:
1. If, after final inspection, there are any payments or Extra Work items that are still in dispute between the Contractor and the City, either as to the quantity or value of work provided thereunder, such items or claims may be excluded from the final estimate, and payment for such disputed items may be deferred until such time as agreement has been reached between the Contractor and the City or until such claim has been adjudicated. In such case, a semi-final estimate shall be prepared within a period of 65 days after substantial completion of the Contract Work covering the value of Work provided and retained percentage on items of the Contract that are not in dispute and with disputed items or claims excluded but subject to deduction and retention of a sum sufficient to satisfy any and all outstanding claims or liens that have been duly filed by subcontractors and material men against the Contractor, or to cover amount of such claims or liens that may have been paid by the City directly to others for the Contractor's account (see Article 5.13), and subject to deduction and retention from such payment any other amounts to be deducted and retained in accordance with the terms of the Contract. The existence of a dispute between the Contractor and the City as to any payment item or items shall not be considered a valid reason for delaying preparation of a semi-final estimate as provided herein.
  2. In the event the Contract has been substantially completed and the Contract has been opened for operation or occupancy as directed in writing by the City, but final acceptance of the Work is subject to delay because of minor uncompleted items which do not impair the usefulness of the Contract, a semi-final estimate shall also be prepared within a like period of 65 days after the Contract has been substantially completed and opened for operation or occupancy. Such semi-final estimate shall include an estimate of the value of all Work provided in accordance with the terms of the Contract, including the amount of retained percentage withheld by the City from previous periodic payments, but excluding (a) the same deductions and retainage sufficient to cover subcontractors' and materialmen's' claims and other amounts to be deducted and retained in accordance with the terms of the Contract as provided by the first paragraph of this Article; (b) an amount equal to the estimated value of the work remaining to be performed; and (c) any items or claims for Extra Work, or parts thereof, that may be in dispute; and payment for such excluded items or portions thereof, may be deferred until such remaining work has been satisfactorily completed, or in the case of disputed items or claims until such time as agreement has been reached thereon or such claims have been adjudicated.

## **7.7 FINAL ACCEPTANCE AND FINAL PAYMENT**

- A. When all physical work covered by the Contract has been substantially completed (see Article 3.10), the City will inform the Contractor in writing of the date of such final acceptance.
- B. The Architect shall, as soon as practicable after the satisfactory completion of the Contract, make a final estimate of the amount of Work done thereunder and the value of such Work. Within 65 days from and after the date the Work has been accepted by the Architect, the City will forward to the Contractor a copy of the final estimate or semi-final estimate, as stipulated in M.G.L. c. 30, § 39G, which will include an agreement form for the Contractor's acceptance. After such acceptance has been filed with the Architect, payments of the entire sum will be made, so found to be due thereunder after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments will be subject to correction in the final estimate and payment. If within 6 months from the date the final estimate is forwarded to the Contractor, the Contractor has not filed a valid, as determined by the Architect, written reason(s) for not accepting the final estimate, the final estimate will be considered acceptable to the Contractor and payment of final estimate made.
- C. Acceptance by the Contractor of the final payment shall operate as and will be a release to the City and every member, agent and employee thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the Work, or for any act or neglect of the City or of any person relating to or affecting the Work, except the claim against the City for the remainder if any there be, of the amounts kept or retained to satisfy liens or claims pending against the Contractor.

**END OF ARTICLE 7**

**8.0 ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS**

**8.1 OWNERSHIP AND USE OF DOCUMENTS**

- A. All documents prepared or received by Contractor in its performance of this Contract, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Contractor agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City's ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Contractor bears no responsibility whatsoever for reuse by the City of documents prepared under this Contract for any other purpose than originally intended. Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material or publication through any medium of communication. If the Contractor, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non- exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

**END OF ARTICLE 8**

**9.0 ARTICLE 9 – CONFIDENTIAL INFORMATION**

**9.1 CONFIDENTIAL INFORMATION**

- A. Contractor acknowledges that its services hereunder are being rendered to the City of New Bedford Department of Facilities and Fleet Management. Communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Contractor hereunder is not to be divulged to any person or entity other than the City of New Bedford or persons designated by City as privileged to receive such information. Contractor further acknowledges that it may receive confidential information as it provides services under this Contract and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Contract or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City's termination of this Contract and collection of any associated damages incurred by the City.

**END OF ARTICLE 9**

**10.0 ARTICLE 10 – NOTICES**

**10.1 NOTICES**

- A. Any notice required or permitted to be given under this Contract shall be sufficient if in writing and sent by certified mail to \_\_\_\_\_ for the Contractor, and Attention: Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 for the City.

**END OF ARTICLE 10**

## **11.0 ARTICLE 11 – REPRESENTATIONS**

### **11.1 REPRESENTATIONS AND RELIANCE**

- A. In entering into this Contract, the City and Contractor have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Contract or a basis upon which the City or Contractor relied in entering into this Contract. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Contractor.

**END OF ARTICLE 11**

## **12.0 ARTICLE 12 – NO INDUCEMENT**

### **12.1 NO INDUCEMENT**

- A. Contractor certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Contract.

**END OF ARTICLE 12**

## **13.0 ARTICLE 13 – SOLICITATION**

### **13.1 SOLICITATION**

- A. Contractor certifies that no person, corporation or other entity, other than a bona fide full-time employee of Contractor, has been retained or hired by Contractor to solicit for or in any way assist Contractor in obtaining this Contract upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Contract to Contractor.

**END OF ARTICLE 13**

## **14.0 ARTICLE 14 – DISPUTE RESOLUTION**

### **14.1 DISPUTE RESOLUTION**

- A. The City and Contractor agree to negotiate in good faith to resolve any disputes or differences arising under this Contract. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as they may mutually agree upon. City and Contractor agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Contract shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

**END OF ARTICLE 14**

**15.0 ARTICLE 15 -PARAGRAPH HEADING & AUTHORIZED SIGNATURE**

**15.1 PARAGRAPH HEADING & AUTHORIZED SIGNATURE**

- A. The paragraph headings in this Contract are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Contract.
- B. The undersigned individual, who has signed and executed this Contract on behalf of Contractor, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Contractor to sign and execute this Contract on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

**END OF ARTICLE 15**

**END OF GENERAL CONDITIONS**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT, AS OF THE DATE FIRST SET FORTH ABOVE.

<p>Contractor</p> <hr/> <p>By: Title:</p>	<p>City of New Bedford, Massachusetts</p> <hr/> <p>By: Jonathan F. Mitchell Title: Mayor</p>
<p>CERTIFIED that funds are available</p> <hr/> <p>By: Emily Arpke Title: City Auditor</p>	<p>Department of Facilities and Fleet Management</p> <hr/> <p>By: Jennifer Vieira Title: Director</p>
<p>APPROVED as to Form and Legality</p> <hr/> <p>By: Title:</p>	<p>Chief Financial Office</p> <hr/> <p>By: Michael Gagne Title: Interim Chief Financial Officer</p>
<p>Purchasing Department</p> <hr/> <p>By: Molly Gilfeather Title: Director of Purchasing</p>	

**CITY OF NEW BEDFORD**

Mayor Jonathan F. Mitchell

**BID FORM FOR GENERAL BID**

**IFB #23192056**

**New Bedford Incinerator Demolition Project**

DATE: \_\_\_\_\_

TO: **CITY OF NEW BEDFORD  
C/O NEW BEDFORD PURCHASING DEPARTMENT  
133 WILLIAM STREET, ROOM 208  
NEW BEDFORD, MASSACHUSETTS 02740  
PURCHASING AGENT**

- A) The Undersigned proposes to furnish all labor and materials required for the New Bedford Incinerator Demolition Project located at 1103 Shawmut Ave., New Bedford, Massachusetts 02746 in accordance with the enclosed Contract Documents and Specifications prepared by RT Architecture, Inc.
- B) This bid includes Addenda numbered: \_\_\_\_\_.
- C) The proposed contract price is:

**BASE BID AMOUNT:**

\$ \_\_\_\_\_ (numerical)

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

(Written)

- D) The undersigned agrees that, if he is selected as General Contractor, he will, within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this Bid, and furnish a Performance Bond, and also a Labor and Materials 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.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws Chapter 149.

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 M.G.L. Section 29F of chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

The undersigned hereby certifies, under penalty of perjury, that the said undersigned has paid all State Taxes (Income Taxes, Unemployment Taxes, Excise Taxes, Real Estate Taxes, etc., etc. due in compliance with the Tax Laws of the Commonwealth of Massachusetts M.G.L. Chapter 30C Sections 47A thru 49A.

The undersigned further certifies that the said undersigned shall comply with the City of New Bedford "Bidders Affirmative Action Requirements, as contained in the bidding requirements of these project specifications.

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

Name of General Bidder: \_\_\_\_\_  
(Print)

Name of General Bidder: \_\_\_\_\_  
(Authorized Signature) (Title)

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

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Note: If the bidder is a corporation, indicate the State of Incorporation under the signature and affix the Corporate seal; if a partnership, give full names and residential address if different from the business address.



**CITY OF NEW BEDFORD  
MASSACHUSETTS**

**NON-COLLUSION AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

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Signature of individual submitting bid

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Name of business/organization

---

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**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

---

Signature of person submitting bid

---

Name of business/organization



**CITY OF NEW BEDFORD**  
**Jonathan F. Mitchell, Mayor**

**CITY OF NEW BEDFORD**  
**MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING**  
**EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of \_\_\_\_\_ duly called and

held on \_\_\_\_\_, 20\_\_\_\_ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_, a \_\_\_\_\_ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy.

ATTEST:

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Signature

(Affix Corporate Seal)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**CITY OF NEW BEDFORD, MASSACHUSETTS**

**LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY**

This certificate is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by (individual authorized to sign below), member and Manager of (company name), a Massachusetts Limited Liability Company.

The undersigned member and Manager of (company name), a Massachusetts Limited Liability Company, being duly authorized to execute documents to be filed with Office of the Secretary of State of Massachusetts, hereby does state as follows:

1. The (name of contract) between the City of New Bedford and (company name) is approved by (company name).
2. (individual authorized to sign below) is a duly qualified and acting member and the Manager of (company name).
3. (individual authorized to sign below) hereby is authorized to execute the (name of contract) between the City of New Bedford and (company name).

IN WITNESS WHEREOF, I have affixed my name as member and Manager of (company name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of individual)

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

\_\_\_\_\_, 20\_\_

Then personally appeared the above-named (Name of individual), member and Manager of (company name) and acknowledged the foregoing statements to be true and the foregoing instrument to be his free act and deed and the free act and deed of (company name), before me,

\_\_\_\_\_

Signature

Printed name:

Notary Public/Justice of the Peace

My commission Expires: \_\_\_\_\_

**OSHA CERTIFICATION REQUIREMENT**

Effective **July 1, 2006**, all employees of a contractor to be employed on **public building and public works** worksites must have successfully completed at least a 10-hour course in construction safety and health approved by OSHA at the time the employee begins work.

I, \_\_\_\_\_, as \_\_\_\_\_, of the  
(Print Name) (Position with the entity submitting bid)

joint venture/corporation/partnership or other legal entity submitting this bid for a public works project falling under §39M of Chapter 30 of the Massachusetts General Laws and Chapter 149 of the same, do hereby certify that any and all employees found on my worksite for this project have, or will have by the start of their work on the project, successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that was at least 10 hours in duration.

A copy of the OSHA completion cards for each employee must be submitted to the City of New Bedford before work on this project is to begin and must be supplemented as new employees are hired or contracted to work on this project.

\_\_\_\_\_, as  
Signature

\_\_\_\_\_, of  
Position

\_\_\_\_\_, on  
Company/Corporation/Joint Venture/Partnership/Etc.

\_\_\_\_\_  
Date



**City of New Bedford**  
Mayor Jonathan F. Mitchell

## **CONTRACTOR CERTIFICATION**

As evidenced by the signature of the Contractor's Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Title \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**CITY OF NEW BEDFORD**

**BIDDER'S QUALIFICATIONS AND REFERENCE FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of New Bedford for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: \_\_\_\_\_
- 2. WHEN ORGANIZED: \_\_\_\_\_
- 3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- 4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO OR **MWBE**? \_\_\_\_ YES \_\_\_\_ NO

- 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

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- 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?

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- 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES PROVIDE DETAILS.

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- 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

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9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF THREE (3) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETD: \_\_\_\_\_

PUBLICLY BID? \_\_\_ YES \_\_\_ NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETD: \_\_\_\_\_

PUBLICLY BID? \_\_\_ YES \_\_\_ NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETD: \_\_\_\_\_

PUBLICLY BID? \_\_\_ YES \_\_\_ NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and request any person, firm, or corporation to furnish any information requested by the City of New Bedford in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**END OF SECTION**



## Bid Submission Checklist

THE GENERAL BIDDER SHALL SUBMIT ALL THE FOLLOWING FORMS AS A PART OF ITS BID SUBMISSION:

- (1) Certificate of Understanding: Certification of Compliance with Executive Order 11246
- (2) Schedule of Participation for Minority, Woman & Disadvantaged Business Enterprises
- (3) Letter of Intent - for each MBE/WBE/DBE Participation
- (4) MBE/WBE Contractor Identification Statement - for each MBE/WBE/DBE
- (5) Bidder's Certification - must be completed and signed by the General Contractor and all Subcontractors who will work on the project (to include MBE/WBE/DBE **and** non-MBE/WBE/DBEs)
- (6) If applicable, a completed and signed MBE/WBE/DBE Unavailability Certification  in the event that the work listed on the Schedule is not sufficient to fulfill the Requirement for MBE/WBE/DBE Participation. This certification must include a statement by the bidder of the reasons why it believes it is in compliance with this Provision, and a list of the names, addresses, telephone numbers and reason given for unavailability of the Minority /Woman/ Disadvantaged Contractor who was contacted by the Bidder with respect to the performance of work under the contract.

**NOTE: FAILURE TO FULLY COMPLETE AND/OR TO SUBMIT ANY OF THE ABOVE-REFERENCED DOCUMENTS AT THE TIME OF THE BID SUBMISSION MAY RESULT IN THE BID BEING CONSIDERED DISAPPROVED.**

Commonwealth of Massachusetts

BIDDERS CERTIFICATE OF UNDERSTANDING

Equal Employment Opportunity Provisions

Contractor \_\_\_\_\_ Project \_\_\_\_\_

Address \_\_\_\_\_ Tel. # \_\_\_\_\_ Project # \_\_\_\_\_

\_\_\_\_\_ Fax # \_\_\_\_\_

I, the undersigned, understand that:

- A. Minority Business Enterprises are to be awarded at least 11% of the total contract amount for construction/public works projects.
- B. Woman Business Enterprises are to be awarded at least 5% of the total contract amount for construction/public works projects.
- C. Disadvantaged Business Enterprises are to be awarded at least 4% of the total contract amount for airport projects.
- D. All required MBE/WBE/DBE forms included in Instructions to Bidders are to be completed and submitted with the bid.
- E. Prior to award of the contract, a pre-construction conference must be held (to be attended by the general contractor and all subcontractors, regardless of tier) at which time the following requirements will be discussed:
  - 1. Weekly Workforce Utilization Reports (Form CAD85) are to be submitted weekly with payroll reports within five (5) days of last payroll;
  - 2. Quarterly Manpower Projection Tables (Form CAD85-1) are to be submitted with the Start of Construction notification;
  - \*\*3. Any project in the amount of \$100,000+ is subject to the New Bedford Resident Hiring and the Responsible Employer Plan ordinances;
  - 4. A minimum goal of 18% minority manpower utilization, in terms of total work hours in the aggregate workforce, in each trade or craft, on each project, will be maintained. The goal for female manpower utilization will be maintained at 6.9% according to regulations;
  - 5. Minority and female work hours are to be uniform in each trade, and minorities and females are to be employed evenly on each project;
  - 6. Minority or female employees are not be transferred from project to project for the purpose of meeting goals;
  - 7. A roster of all minority and/or female applicants for employment must be maintained at each project site (Federal & Non-Federal) in the New Bedford Hometown Plan Area.
- E. The submission of the above reports and adherence to hiring practices and equal opportunity performance of subcontractors is the responsibility of the prime contractor.

The bidder hereby certifies that he/she shall comply with the minority manpower ratio and specific affirmative action steps contained in the EEO above, including compliance with the minority contractor compliance specifications. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors, and submit to the contracting or administering agency prior to the performance of any work under said contract, a certification by said sub-contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in this appendix.

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Name (Please Print or Type) Title

**SCHEDULE OF PARTICIPATION**  
**DISADVANTAGED/MINORITY / WOMAN BUSINESS ENTERPRISES**  
*to be completed by the Bidder*

**Item I - Minority Or Disadvantaged Business Enterprise Participation**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Nature of Participation: \_\_\_\_\_  
Dollar Value / % of Bid: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Nature of Participation: \_\_\_\_\_  
Dollar Value / % of Bid: \_\_\_\_\_

<b>TOTAL BID PRICE</b>	<b>TOTAL DBE or MBE COMMITMENT</b>
\$ _____	\$ _____ %

**Item II – Woman Or Disadvantaged Business Enterprise Participation**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Nature of Participation: \_\_\_\_\_  
Dollar Value / % of Bid: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Nature of Participation: \_\_\_\_\_  
Dollar Value / % of Bid: \_\_\_\_\_

<b>TOTAL BID PRICE</b>	<b>TOTAL WBE or DBE COMMITMENT</b>
\$ _____	\$ _____ %

The bidder agrees to furnish implementation reports, as required by the awarding authority, to indicate the MBE/WBE or DBE which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

General Bidder: \_\_\_\_\_

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

**LETTER OF INTENT**

**Submit with Bid**

*to be completed by the DBE/MBE/WBE*

**This form is to be completed by the DBE or MBE and WBE and must be submitted by the General Bidder as part of the Bid Proposal. A separate form must be completed for each MBE, WBE or DBE involved in the project.**

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Bidder)

From: \_\_\_\_\_  
(Name of DBE/MBE/WBE) Indicate DBE/MBE/WBE status

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/MBE/WBE PARTICIPATION:**

Description of Activity	Project Start Date	\$ Amount	% of 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/MBE / WBE**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone / Email

\_\_\_\_\_  
Telephone / Email

MINORITY / WOMAN BUSINESS ENTERPRISE PROGRAM

CONTRACTOR IDENTIFICATION STATEMENT

Project Name: \_\_\_\_\_ Project #: \_\_\_\_\_

Total Bid Price: \$ \_\_\_\_\_ Bid Date: \_\_\_\_\_

In accordance with the New Bedford Minority Business Enterprise Program, the undersigned bidder certifies that he/she:

1. \_\_\_\_\_ is a bona fide Minority/Woman/Disadvantaged Business Enterprise currently certified by the State Office of Minority/Woman Business Assistance (SOMWBA); and such SOMWBA certification has not changed; and in the event of said status changing, it will immediately forward written notification to the City of New Bedford and SOMWBA; and
2. \_\_\_\_\_ intends to perform certain work (specified by formal bid proposal) under a contract in connection with the above-named project, and that work will not be sublet to any company at any tier; and
3. \_\_\_\_\_ will comply with the minority/woman workforce ratio and specific affirmative action steps contained in the EEO/AA Contract Provisions and shall obtain from each of its subcontractors a copy of the bidder's certification and submit to the administering agency, prior to the award of such subcontract, regardless of tier, that he/she will comply with the minority/woman workforce ratio and specific affirmative action steps contained in these and the EEO/AA Contract Provisions.

SOMWBA CERTIFICATION CATEGORY: \_\_\_\_\_

CONTRACTORS NAME: \_\_\_\_\_  
{ } MBE { } WBE { } DBE

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

REPRESENTATIVE NAME & TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

GENERAL BIDDERS NAME: \_\_\_\_\_

**BIDDERS CERTIFICATION**

*To be completed by General Contractor & each of its Subcontractors (MBE/WBE/DBE and non-MBE/WBE/DBE)*

The undersigned bidder hereby certifies that he/she will comply with the Minority/Woman Workforce Ratio and Specific Affirmative Action Steps contained in the EEO/AA Provisions of this contract, including compliance with the Minority/Woman/Disadvantaged Business Enterprise as required under these contract provisions.

The contractor receiving the award of the contract shall be required to obtain, from each of its subcontractors, regardless of tier, a copy of this Bidder's Certification indicating that it will comply with the Minority/Woman Workforce Ratio and Specific Affirmative Action Steps contained in these EEO/AA Contract Provisions, and submit it to the contracting agency prior to the award of such contract and subcontract.

<hr/>	
Name of General Contractor	Name of Subcontractor { } MBE { } WBE { } DBE { } Non-MBE/WBE
<hr/>	
Signature of Authorized Representative	Signature of Authorized Representative
<hr/>	
Name & Title (Printed or Typed)	Name & Title (Printed or Typed)
<hr/>	
Date	Date

MINORITY / WOMAN BUSINESS ENTERPRISES  
UNAVAILABILITY CERTIFICATIONS

*to be completed by General Contractor*

*(the Bidder shall prepare additional copies of this information form  
in the quantity necessary to comply with the bidding requirements)*

I, \_\_\_\_\_,  
Name Title

of \_\_\_\_\_  
Contractor Name

certify that on \_\_\_\_\_, I contacted the below listed MBE/WBE/DBE  
Date of Contact  
requesting a bid for

Project \_\_\_\_\_ as an  MBE,  WBE or  DBE for the provision of

Goods & Services or  Labor to accomplish \_\_\_\_\_  
Subcontract Work Offered to this MBE/WBE/DBE Company

\_\_\_\_\_  
Name of Prospective Sub-Contractor

\_\_\_\_\_  
Address City and State Telephone #

Contact was made by  Telephone  In Person

Said sub-contractor was unavailable for work on this project or unable to prepare a bid for the following reason(s): (check appropriate answer):

MBE/WBE/DBE Firm Declined Job

MBE/WBE/DBE Firm offered to do a job at the price of \$\_\_\_\_\_, which was not acceptable because: \_\_\_\_\_

Other \_\_\_\_\_

The above information is accurate and complete, to the best of my knowledge and belief. Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Signature of Authorized Representative, General Contractor Date

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**MINORITY / WOMAN/DISADVANTAGED BUSINESS ENTERPRISES**

**REQUEST FOR WAIVER**

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE/DBE participation, the Contractor may seek relief from these requirements by filing this form (completed) NO LATER THAN FIVE (5) working days following the bid opening. Failure to comply with this process shall be cause the bidder to be rejected, thereby rendering the contractor not eligible for award of the contract.

General Information

Project Title: \_\_\_\_\_ Location: \_\_\_\_\_

Bid Opening (time/date): \_\_\_\_\_ Location: \_\_\_\_\_

Bidder: \_\_\_\_\_

Mailing Address:

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

Contact Person:

\_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Ext. \_\_\_\_\_

Minimum Requirements

The contractor must show that good faith efforts were undertaken to comply with the percentage goals, as specified. The bidder 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: *(please check all that apply and attach applicable documentation)*

- A. A detailed record of the effort made to contact and negotiate with minority, woman or disadvantaged business enterprises, to include:
- ( ) 1. Names, addresses and telephone numbers of all such companies contacted;
  - ( ) 2. Copies of written notice(s) which were sent to MBE/WBE/DBE potential subcontractors prior to bid opening;
  - ( ) 3. Copies of advertisements prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women focused media detailing the opportunities for participation;



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

( ) 5. 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

( ) 6. Contractor certifies that 100% of the project is to be carried out with his/her own workforce. no subcontractors are to be utilized.

B. The Agency may require the contractor to produce such additional information, as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.

C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth. A contractor who is dissatisfied with the decision may then appeal that decision to the Equal Opportunity Employment Agency.

Certification

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

\_\_\_\_\_ (authorized original signature) \_\_\_\_\_ Date

Submit to: Equal Employment Opportunity  
Director of Purchasing  
133 William Street, Room 208  
New Bedford, MA 02740

\_\_\_\_\_ To be completed by the City of New Bedford's EEO

\_\_\_\_\_ Bid Date

\_\_\_\_\_ Date Received by EEO

\_\_\_\_\_ Initials

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
<b>OR</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
	-							

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** City of New Bedford  
**Contract Number:** 23192056 **City/Town:** NEW BEDFORD  
**Description of Work:** The City of New Bedford solicits bids for the demolition of the City's defunct incinerator.  
**Job Location:** 1103 Shawmut Ave., New Bedford, MA 02746

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2022	\$59.15	\$11.49	\$22.34	\$0.00	\$92.98
	02/01/2023	\$60.35	\$11.49	\$22.34	\$0.00	\$94.18
	08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
	02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
	08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
	02/01/2025	\$67.05	\$11.49	\$22.34	\$0.00	\$100.88
	08/01/2025	\$69.20	\$11.49	\$22.34	\$0.00	\$103.03
	02/01/2026	\$70.55	\$11.49	\$22.34	\$0.00	\$104.38
	08/01/2026	\$72.75	\$11.49	\$22.34	\$0.00	\$106.58
	02/01/2027	\$74.15	\$11.49	\$22.34	\$0.00	\$107.98

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford**

**Effective Date - 08/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.58	\$11.49	\$22.34	\$0.00	\$63.41
2	60	\$35.49	\$11.49	\$22.34	\$0.00	\$69.32
3	70	\$41.41	\$11.49	\$22.34	\$0.00	\$75.24
4	80	\$47.32	\$11.49	\$22.34	\$0.00	\$81.15
5	90	\$53.24	\$11.49	\$22.34	\$0.00	\$87.07

**Effective Date - 02/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.18	\$11.49	\$22.34	\$0.00	\$64.01
2	60	\$36.21	\$11.49	\$22.34	\$0.00	\$70.04
3	70	\$42.25	\$11.49	\$22.34	\$0.00	\$76.08
4	80	\$48.28	\$11.49	\$22.34	\$0.00	\$82.11
5	90	\$54.32	\$11.49	\$22.34	\$0.00	\$88.15

**Notes:**

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

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

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

**Effective Date - 09/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

**Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.89	\$8.68	\$1.73	\$0.00	\$33.30
2	60	\$27.47	\$8.68	\$1.73	\$0.00	\$37.88
3	70	\$32.05	\$8.68	\$14.78	\$0.00	\$55.51
4	75	\$34.34	\$8.68	\$14.78	\$0.00	\$57.80
5	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
6	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
7	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12
8	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$31.01/ 3&4 \$48.64/ 5&6 \$57.24/ 7&8 \$63.54

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

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

**Classification**

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

**Apprentice - CARPENTER (Wood Frame) - Zone 3**

**Effective Date - 04/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

**Effective Date - 04/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

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

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)**

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

**Notes:**

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

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



<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$53.40	\$14.25	\$16.05	\$0.00	\$83.70
	12/01/2022	\$54.68	\$14.25	\$16.05	\$0.00	\$84.98
	06/01/2023	\$55.95	\$14.25	\$16.05	\$0.00	\$86.25
	12/01/2023	\$57.23	\$14.25	\$16.05	\$0.00	\$87.53
	06/01/2024	\$58.55	\$14.25	\$16.05	\$0.00	\$88.85
	12/01/2024	\$60.03	\$14.25	\$16.05	\$0.00	\$90.33
	06/01/2025	\$61.36	\$14.25	\$16.05	\$0.00	\$91.66
	12/01/2025	\$62.83	\$14.25	\$16.05	\$0.00	\$93.13
	06/01/2026	\$64.16	\$14.25	\$16.05	\$0.00	\$94.46
12/01/2026	\$65.64	\$14.25	\$16.05	\$0.00	\$95.94	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$34.26	\$14.25	\$16.05	\$0.00	\$64.56
	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

**Classification**

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

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

**Notes:**

Steps are 750 hrs.

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

DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
	For apprentice rates see "Apprentice- PILE DRIVER"					
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2022	\$46.35	\$11.50	\$16.18	\$0.00	\$74.03
	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

**Classification**

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

**Apprentice - ELECTRICIAN - Local 223**

**Effective Date - 09/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.54	\$11.50	\$0.56	\$0.00	\$30.60
2	45	\$20.86	\$11.50	\$0.63	\$0.00	\$32.99
3	50	\$23.18	\$11.50	\$0.70	\$0.00	\$35.38
4	55	\$25.49	\$11.50	\$7.35	\$0.00	\$44.34
5	60	\$27.81	\$11.50	\$7.86	\$0.00	\$47.17
6	65	\$30.13	\$11.50	\$8.37	\$0.00	\$50.00
7	70	\$32.45	\$11.50	\$8.89	\$0.00	\$52.84
8	75	\$34.76	\$11.50	\$9.40	\$0.00	\$55.66

**Effective Date - 09/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.15	\$11.75	\$0.57	\$0.00	\$31.47
2	45	\$21.54	\$11.75	\$0.65	\$0.00	\$33.94
3	50	\$23.94	\$11.75	\$0.72	\$0.00	\$36.41
4	55	\$26.33	\$11.75	\$7.79	\$0.00	\$45.87
5	60	\$28.72	\$11.75	\$8.31	\$0.00	\$48.78
6	65	\$31.12	\$11.75	\$8.65	\$0.00	\$51.52
7	70	\$33.51	\$11.75	\$9.38	\$0.00	\$54.64
8	75	\$35.90	\$11.75	\$9.90	\$0.00	\$57.55

**Notes:**

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

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

**Notes:**

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

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

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$47.18	\$14.00	\$16.05	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$48.72	\$14.00	\$16.05	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$23.33	\$14.00	\$16.05	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$42.53	\$14.25	\$16.05	\$0.00	\$72.83
	12/01/2022	\$43.54	\$14.25	\$16.05	\$0.00	\$73.84
	06/01/2023	\$44.56	\$14.25	\$16.05	\$0.00	\$74.86
	12/01/2023	\$45.57	\$14.25	\$16.05	\$0.00	\$75.87
	06/01/2024	\$46.63	\$14.25	\$16.05	\$0.00	\$76.93
	12/01/2024	\$47.81	\$14.25	\$16.05	\$0.00	\$78.11
	06/01/2025	\$48.87	\$14.25	\$16.05	\$0.00	\$79.17
	12/01/2025	\$50.04	\$14.25	\$16.05	\$0.00	\$80.34
	06/01/2026	\$51.10	\$14.25	\$16.05	\$0.00	\$81.40
	12/01/2026	\$52.28	\$14.25	\$16.05	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88

**Classification**

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

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

**Effective Date - 03/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

**Notes:** Steps are 750 hrs.  
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)  
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

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

<b>FORK LIFT/CHERRY PICKER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>GENERATOR/LIGHTING PLANT/HEATERS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$34.26	\$14.25	\$16.05	\$0.00	\$64.56
	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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**Classification**

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

**Apprentice - GLAZIER - Local 1333**

**Effective Date - 06/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

**Notes:**

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

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
OPERATING ENGINEERS LOCAL 4	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68

**Classification**

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

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.81	\$14.00	\$0.00	\$0.00	\$42.81
2	60	\$31.43	\$14.00	\$16.05	\$0.00	\$61.48
3	65	\$34.05	\$14.00	\$16.05	\$0.00	\$64.10
4	70	\$36.67	\$14.00	\$16.05	\$0.00	\$66.72
5	75	\$39.29	\$14.00	\$16.05	\$0.00	\$69.34
6	80	\$41.90	\$14.00	\$16.05	\$0.00	\$71.95
7	85	\$44.52	\$14.00	\$16.05	\$0.00	\$74.57
8	90	\$47.14	\$14.00	\$16.05	\$0.00	\$77.19

**Effective Date - 12/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.50	\$14.25	\$0.00	\$0.00	\$43.75
2	60	\$32.18	\$14.25	\$16.05	\$0.00	\$62.48
3	65	\$34.86	\$14.25	\$16.05	\$0.00	\$65.16
4	70	\$37.54	\$14.25	\$16.05	\$0.00	\$67.84
5	75	\$40.22	\$14.25	\$16.05	\$0.00	\$70.52
6	80	\$42.90	\$14.25	\$16.05	\$0.00	\$73.20
7	85	\$45.59	\$14.25	\$16.05	\$0.00	\$75.89
8	90	\$48.27	\$14.25	\$16.05	\$0.00	\$78.57

**Notes:**

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

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45

For apprentice rates see "Apprentice- LABORER"



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

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

**Effective Date - 09/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

**Notes:**

Steps are 1 year

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

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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**Apprentice - IRONWORKER - Local 37**

**Effective Date - 03/16/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

**Notes:**

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

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

**Classification**

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

**Apprentice - LABORER - Zone 2**

**Effective Date - 06/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

**Effective Date - 12/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$16.64	\$0.00	\$48.04
2	70	\$26.01	\$9.10	\$16.64	\$0.00	\$51.75
3	80	\$29.73	\$9.10	\$16.64	\$0.00	\$55.47
4	90	\$33.44	\$9.10	\$16.64	\$0.00	\$59.18

**Notes:**

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

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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**Apprentice - LABORER (Heavy & Highway) - Zone 2**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

**Notes:**

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

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2022	\$45.29	\$11.49	\$20.37	\$0.00	\$77.15
	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

**Classification**

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

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

**Effective Date - 08/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.65	\$11.49	\$20.37	\$0.00	\$54.51
2	60	\$27.17	\$11.49	\$20.37	\$0.00	\$59.03
3	70	\$31.70	\$11.49	\$20.37	\$0.00	\$63.56
4	80	\$36.23	\$11.49	\$20.37	\$0.00	\$68.09
5	90	\$40.76	\$11.49	\$20.37	\$0.00	\$72.62

**Effective Date - 02/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$11.49	\$20.37	\$0.00	\$54.99
2	60	\$27.75	\$11.49	\$20.37	\$0.00	\$59.61
3	70	\$32.38	\$11.49	\$20.37	\$0.00	\$64.24
4	80	\$37.00	\$11.49	\$20.37	\$0.00	\$68.86
5	90	\$41.63	\$11.49	\$20.37	\$0.00	\$73.49

**Notes:**

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

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2022	\$59.17	\$11.49	\$22.31	\$0.00	\$92.97
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

**Classification**

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

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

**Effective Date - 08/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.59	\$11.49	\$22.31	\$0.00	\$63.39
2	60	\$35.50	\$11.49	\$22.31	\$0.00	\$69.30
3	70	\$41.42	\$11.49	\$22.31	\$0.00	\$75.22
4	80	\$47.34	\$11.49	\$22.31	\$0.00	\$81.14
5	90	\$53.25	\$11.49	\$22.31	\$0.00	\$87.05

**Effective Date - 02/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

**Notes:**

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

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

**Classification**

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

**Apprentice - MILLWRIGHT - Local 1121 Zone 2**

**Effective Date - 01/03/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16

**Effective Date - 01/02/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

**Notes:** Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)  
Steps are 2,000 hours

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

<b>MORTAR MIXER</b> <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

<b>OILER (OTHER THAN TRUCK CRANES,GRADALLS)</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$23.80	\$14.25	\$16.05	\$0.00	\$54.10
	12/01/2022	\$24.37	\$14.25	\$16.05	\$0.00	\$54.67
	06/01/2023	\$24.94	\$14.25	\$16.05	\$0.00	\$55.24
	12/01/2023	\$25.51	\$14.25	\$16.05	\$0.00	\$55.81
	06/01/2024	\$26.11	\$14.25	\$16.05	\$0.00	\$56.41
	12/01/2024	\$26.77	\$14.25	\$16.05	\$0.00	\$57.07
	06/01/2025	\$27.37	\$14.25	\$16.05	\$0.00	\$57.67
	12/01/2025	\$28.03	\$14.25	\$16.05	\$0.00	\$58.33
	06/01/2026	\$28.62	\$14.25	\$16.05	\$0.00	\$58.92
	12/01/2026	\$29.29	\$14.25	\$16.05	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

<b>OILER (TRUCK CRANES, GRADALLS)</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$28.88	\$14.25	\$16.05	\$0.00	\$59.18
	12/01/2022	\$29.57	\$14.25	\$16.05	\$0.00	\$59.87
	06/01/2023	\$30.27	\$14.25	\$16.05	\$0.00	\$60.57
	12/01/2023	\$30.96	\$14.25	\$16.05	\$0.00	\$61.26
	06/01/2024	\$31.68	\$14.25	\$16.05	\$0.00	\$61.98
	12/01/2024	\$32.48	\$14.25	\$16.05	\$0.00	\$62.78
	06/01/2025	\$33.20	\$14.25	\$16.05	\$0.00	\$63.50
	12/01/2025	\$34.00	\$14.25	\$16.05	\$0.00	\$64.30
	06/01/2026	\$34.72	\$14.25	\$16.05	\$0.00	\$65.02
	12/01/2026	\$35.52	\$14.25	\$16.05	\$0.00	\$65.82

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

**Notes:**  
Steps are 750 hrs.

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, New) *	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

**Notes:**

Steps are 750 hrs.

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

Painter (Spray or Sandblast, Repaint)	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52



**Classification**

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

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

**Notes:**

Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, NEW) *	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

**Classification**

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

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

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

**Notes:**  
Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

**Classification**

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

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

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

**Notes:**

Steps are 750 hrs.

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

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
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**Apprentice - PILE DRIVER - Local 56 Zone 2**

**Effective Date - 08/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Notes:** Apprentice wages shall be no less than the following Steps;  
 (Same as set in Zone 1)  
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

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

PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS &amp; PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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**Apprentice - PLUMBER/PIPEFITTER - Local 51**

**Effective Date - 08/30/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

**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.) <i>PLUMBERS &amp; PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$34.26	\$14.25	\$16.05	\$0.00	\$64.56
	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinais (Bellingham)</i>	01/01/2022	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	12/01/2022	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55	
12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ROOFER - Local 33**

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

**Notes:** \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.  
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

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

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
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For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$37.41	\$13.95	\$17.85	\$2.08	\$71.29
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**Apprentice - SHEET METAL WORKER - Local 17-B**

**Effective Date - 04/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.96	\$13.95	\$4.10	\$1.02	\$34.03
2	45	\$16.83	\$13.95	\$4.61	\$1.09	\$36.48
3	50	\$18.71	\$13.95	\$11.26	\$1.35	\$45.27
4	55	\$20.58	\$13.95	\$11.26	\$1.41	\$47.20
5	60	\$22.45	\$13.95	\$14.60	\$1.53	\$52.53
6	65	\$24.32	\$13.95	\$14.88	\$1.59	\$54.74
7	70	\$26.19	\$13.95	\$15.16	\$1.66	\$56.96
8	75	\$28.06	\$13.95	\$15.44	\$1.72	\$59.17
9	80	\$29.93	\$13.95	\$15.72	\$1.79	\$61.39
10	85	\$31.80	\$13.95	\$15.57	\$1.85	\$63.17

**Notes:**

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

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	10/01/2022	\$59.00	\$10.44	\$22.60	\$0.00	\$92.04
<i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2023	\$60.53	\$10.44	\$22.60	\$0.00	\$93.57
	10/01/2023	\$62.11	\$10.44	\$22.60	\$0.00	\$95.15
	03/01/2024	\$63.73	\$10.44	\$22.60	\$0.00	\$96.77
	10/01/2024	\$65.35	\$10.44	\$22.60	\$0.00	\$98.39
	03/01/2025	\$66.97	\$10.44	\$22.60	\$0.00	\$100.01

**Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2**

**Effective Date - 10/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.65	\$10.44	\$9.10	\$0.00	\$40.19
2	40	\$23.60	\$10.44	\$9.10	\$0.00	\$43.14
3	45	\$26.55	\$10.44	\$9.10	\$0.00	\$46.09
4	50	\$29.50	\$10.44	\$9.10	\$0.00	\$49.04
5	55	\$32.45	\$10.44	\$9.10	\$0.00	\$51.99
6	60	\$35.40	\$10.44	\$11.10	\$0.00	\$56.94
7	65	\$38.35	\$10.44	\$11.10	\$0.00	\$59.89
8	70	\$41.30	\$10.44	\$11.10	\$0.00	\$62.84
9	75	\$44.25	\$10.44	\$11.10	\$0.00	\$65.79
10	80	\$47.20	\$10.44	\$11.10	\$0.00	\$68.74

**Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.19	\$10.44	\$9.10	\$0.00	\$40.73
2	40	\$24.21	\$10.44	\$9.10	\$0.00	\$43.75
3	45	\$27.24	\$10.44	\$9.10	\$0.00	\$46.78
4	50	\$30.27	\$10.44	\$9.10	\$0.00	\$49.81
5	55	\$33.29	\$10.44	\$9.10	\$0.00	\$52.83
6	60	\$36.32	\$10.44	\$11.10	\$0.00	\$57.86
7	65	\$39.34	\$10.44	\$11.10	\$0.00	\$60.88
8	70	\$42.37	\$10.44	\$11.10	\$0.00	\$63.91
9	75	\$45.40	\$10.44	\$11.10	\$0.00	\$66.94
10	80	\$48.42	\$10.44	\$11.10	\$0.00	\$69.96

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**



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2022	\$38.16	\$11.25	\$13.31	\$0.00	\$62.72
	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223**

**Effective Date - 09/01/2022**

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

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 &amp; TILE</i>	08/01/2022	\$58.09	\$11.49	\$22.34	\$0.00	\$91.92
	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

**Classification**

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

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

**Effective Date - 08/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.05	\$11.49	\$22.34	\$0.00	\$62.88
2	60	\$34.85	\$11.49	\$22.34	\$0.00	\$68.68
3	70	\$40.66	\$11.49	\$22.34	\$0.00	\$74.49
4	80	\$46.47	\$11.49	\$22.34	\$0.00	\$80.30
5	90	\$52.28	\$11.49	\$22.34	\$0.00	\$86.11

**Effective Date - 02/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

**Notes:**

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

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$51.82	\$14.25	\$16.05	\$0.00	\$82.12
	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99	

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2022	\$52.38	\$14.25	\$16.05	\$0.00	\$82.68
	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

**Additional Apprentice Information:**

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

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

All steps are six months (1000 hours.)

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: MA20220001 10/07/2022

Superseded General Decision Number: MA20210001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number      Publication Date

0	01/07/2022
1	02/11/2022
2	02/18/2022
3	02/25/2022
4	03/04/2022
5	04/22/2022
6	05/06/2022
7	06/03/2022
8	07/08/2022
9	08/05/2022
10	08/12/2022
11	09/02/2022
12	10/07/2022

ASBE0006-001 09/01/2022

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).....	\$ 51.25	33.99
(ZONE B).....	\$ 51.25	33.99

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)

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ASBE0006-002 09/01/2021

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)....\$ 40.00	33.04
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ASBE0006-010 09/01/2022

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, Mattapoisett, Middleboro, Rochester and Wareham)

Rates	Fringes
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Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.)....\$ 51.25	33.99
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BOIL0029-001 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 45.87	29.02
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BRMA0001-008 02/01/2021

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
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Bricklayer, Cement Mason, Plasterer.....\$ 53.61	35.94
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BRMA0001-009 02/01/2021

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
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Bricklayer and plasterer.....\$ 53.61	35.94
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BRMA0001-010 08/01/2020

LOWELL CHAPTER  
MIDDLESEX (Ashland, Framingham, Holliston, Hopkinton, Hudson, Maynard, Natick, Sherborn, Stow); and NORFOLK (Medfield, Medway, Millis)

	Rates	Fringes
BRICKLAYER.....	\$ 53.16	34.95

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BRMA0003-001 02/01/2021

	Rates	Fringes
Marble & Tile Finisher.....	\$ 42.57	32.00
Marble, Tile & Terrazzo Workers.....	\$ 54.69	33.80
TERRAZZO FINISHER.....	\$ 55.77	34..47

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BRMA0003-003 02/01/2021

BOSTON CHAPTER  
MIDDLESEX (Arlington, Cambridge, Everett, Malden, Medford,  
Melrose, Somerville); NORFOLK (Brookline, Milton); and SUFFOLK

	Rates	Fringes
BRICKLAYER.....	\$ 55.75	35.85

-----  
BRMA0003-006 08/01/2021

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.....	\$ 57.17	35.98

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BRMA0003-007 08/01/2021

WALTHAM CHAPTER  
MIDDLESEX (Belmont, Burlington, Concord, Lexington, Lincoln,  
Stoneham, Sudbury, Waltham, Watertown, Wayland, Weston,  
Winchester, Woburn)

	Rates	Fringes
Bricklayer and plasterer.....	\$ 57.17	35.98

-----  
BRMA0003-008 08/01/2021

NEWTON CHAPTER  
MIDDLESEX (Newton) and NORFOLK (Dover, Needham, Wellesley)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 57.17	35.98

-----  
BRMA0003-009 08/01/2021

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.....	\$ 57.17	35.98

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BRMA0003-010 08/01/2021

QUINCY CHAPTER

NORFOLK COUNTY (Avon, Braintree, Cohasset, Holbrook, Quincy, Randolph, Soughton, Weymouth)

	Rates	Fringes
Bricklayer, cement mason and plasterer.....	\$ 57.17	35.98

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CARP0056-011 08/01/2022

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.....	\$ 52.15	34.10

-----  
CARP0056-012 08/01/2022

The areas of BARNSTABLE, BRISTOL, and NORFOLK COUNTIES situated OUTSIDE Boston Beltway (I-495) and South of Cape Cod Canal

	Rates	Fringes
PILEDRIVERMAN.....	\$ 52.15	34.10

-----  
CARP0056-013 08/01/2022

Those areas of ESSEX and MIDDLESEX COUNTIES situated OUTSIDE Boston Beltway (I-495)

	Rates	Fringes
PILEDRIVERMAN.....	\$ 45.75	34.10

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CARP0327-001 03/01/2022

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford, Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
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CARPENTER.....	\$ 53.87	29.62
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CARP0339-001 03/01/2022

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
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CARPENTER.....	\$ 44.53	29.52
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CARP0346-003 09/01/2021

NORFOLK COUNTY (Braintree, Cohasset, Scituate, Weymouth, Quincy)

	Rates	Fringes
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CARPENTER.....	\$ 44.18	29.27
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CARP0624-005 09/01/2017

DUKES; NANTUCKET

	Rates	Fringes
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CARPENTER.....	\$ 46.43	28.35
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CARP0624-007 09/01/2017

BARNSTABLE; BRISTOL (Except Attleboro & North Attleboro); AND NORFOLK (Avon, Holbrook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 39.28	27.90
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CARP1121-001 01/03/2022

SUFFOLK COUNTY

	Rates	Fringes
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MILLWRIGHT.....	\$ 45.20	28.05
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CARP1121-003 01/03/2022

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET and NORFOLK COUNTIES

	Rates	Fringes
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MILLWRIGHT.....	\$ 40.35	28.05
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\* CARP2168-001 09/01/2022

MIDDLESEX (Belmont, Cambridge, Everett, Malden, Medford,

Somerville); NORFOLK (Brookline, Dedham, Milton); and SUFFOLK

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 51.03	29.22
-----		
* CARP2168-004 09/01/2022		

BRISTOL; ESSEX; MIDDLESEX (Except Belmont, Cambridge, Everett, Malden, Medford, Somerville); Remainder of Norfolk County

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 51.03	29.22
-----		
* CARP2168-005 09/01/2022		

BARNSTABALE; DUKES; AND NANTUCKET

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 47.97	29.22
-----		
* ELEC0096-001 09/04/2022		

MIDDLESEX (Ashby, Ashland, Ayer, Ft. Devens, Groton, Hopkinton, Hudson, Marlboro, Pepperell, Shirley, Stow, Townsend)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.59	30.92
Teledata System Installer.....	\$ 34.19	29.33
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ELEC0099-001 06/01/2021		

BRISTOL (Attleboro, North Attleboro, Seekonk)

	Rates	Fringes
ELECTRICIAN.....	\$ 43.61	54.71%
Teledata System Installer.....	\$ 31.21	13.1%+14.93
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* ELEC0103-001 09/01/2022		

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.....	\$ 46.04	31.57
-----		
* ELEC0103-002 09/01/2022		

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.....	\$ 58.28	35.47

\* ELEC0103-004 09/01/2022

ESSEX (Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester, Marblehead, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham)

	Rates	Fringes
ELECTRICIAN.....	\$ 58.28	35.47

\* ELEC0103-005 09/01/2022

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.....	\$ 58.28	35.47

\* ELEC0104-001 08/29/2022

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 53.06	28.49+A
Equipment Operator.....	\$ 45.10	25.20+A
Groundman.....	\$ 29.18	12.10+A
Lineman.....	\$ 53.06	28.49+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 09/01/2022

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
ELECTRICIAN.....	\$ 46.35	31.18%+14.50

\* ELEC0223-006 09/01/2022

BARNSTABLE; BRISTOL (Except Attleboro, North Attleboro, Seekonk); DUKES; NANTUCKET AND NORFOLK (Avon, Halbrook, Plainville, Randolph, Stoughton)

	Rates	Fringes
Teledata System Installer.....	\$ 39.40	31.09%+14.25

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ELEV0004-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.62	36.885+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.

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ENGI0004-001 12/01/2021

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 51.38	30.10
Group 2.....	\$ 50.83	30.10
Group 3.....	\$ 33.69	30.10
Group 4.....	\$ 41.76	30.10
Group 5.....	\$ 23.48	30.10
Group 6.....	\$ 28.44	30.10

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. +2.18
- Over 185 ft. +3.84
- Over 210 ft. +5.39
- Over 250 ft. +8.16
- Over 295 ft. +11.29
- Over 350 ft. +13.14

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)

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 IRON0007-006 03/16/2022

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, Billerica, Chelmsford, Dracut, Groton, Groveland, Littleton, Lowell, Middleton, North Reading, Pepperell, Tewksbury, Tyngsboro, Westford, Wilmington)

	Rates	Fringes
Ironworkers:		
AREA 1.....	\$ 50.60	39.20
AREA 2.....	\$ 46.19	39.20

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 IRON0007-010 09/16/2021

MIDDLESEX (Ashby, Ashland, Ayer, Boxboro, Holliston, Hopkinton, Hudson, Marlboro, Shirley, Stow, Townsend); NORFOLK (Medway)

	Rates	Fringes
IRONWORKER.....	\$ 49.83	34.81

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 IRON0037-005 03/16/2021

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.....	\$ 37.87	30.13

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 LABO0022-001 12/01/2021

	Rates	Fringes
Laborers: (HEAVY CONSTRUCTION)		
GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 24.50	26.59
GROUP 6.....	\$ 37.41	26.59

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator, jack hammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar mixer, ride-on-motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self powered drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste Laborers

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LAB00022-003 12/01/2021

	Rates	Fringes
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.	\$ 35.41	26.59
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)....\$ 41.18 27.52

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LAB00022-004 12/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.41	26.59

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LAB00022-005 12/01/2021

	Rates	Fringes
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.	\$ 35.41	26.59
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)....	\$ 41.18	27.52

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LAB00022-009 12/01/2021

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
Laborers:		
GROUP 1.....	\$ 41.18	27.52
GROUP 2.....	\$ 41.43	27.56
GROUP 3.....	\$ 41.93	27.56
GROUP 4.....	\$ 42.18	27.56
GROUP 5.....	\$ 41.93	27.56
GROUP 6.....	\$ 43.18	27.52
GROUP 7.....	\$ 24.50	27.52

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

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LAB0022-010 12/01/2021

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.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 36.16	26.59
GROUP 6.....	\$ 37.41	26.59

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

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LAB01421-004 12/01/2021

BARNSTABLE, BRISTOL, DUKES, ESSEX, MIDDLESEX, NANTUCKET NORFOLK AND SUFFOLK COUNTIES

Rates	Fringes
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Laborers: (Wrecking)

Group 1.....	\$ 41.33	27.37
Group 2.....	\$ 42.08	27.37
Group 3.....	\$ 42.33	27.37
Group 4.....	\$ 37.33	27.37
Group 5.....	\$ 40.43	27.37
Group 6.....	\$ 41.33	27.37

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.

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PAIN0011-007 06/01/2022

BARNSTABLE, BRISTOL, DUKES, AND NANTUCKET COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

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)

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PAIN0035-004 01/01/2019

BARNSTABLE; BRISTOL; ESSEX; NANTUCKET; DUKES; COUNTIES;  
REMAINDER OF NORFOLK; MIDDLESEX AND SUFFOLK COUNTIES

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 39.86	30.25
Spray, Sandblast.....	\$ 41.26	30.25
REPAINT:		
Brush, Taper.....	\$ 37.92	30.25
Spray, Sandblast.....	\$ 39.32	30.25

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PAIN0035-013 01/01/2019

MIDDLESEX (Cambridge, Everett, Malden, Medford, Somerville)  
SUFFOLK COUNTY (Boston, Chelsea) NORFOLK COUNTY (Brookline)

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Brush, Taper.....	\$ 45.65	30.25
Spray, Sandblast.....	\$ 47.05	30.25
REPAINT:		
Brush, Taper.....	\$ 43.71	30.25
Spray, Sandblast.....	\$ 45.11	30.25

PAIN0035-020 01/01/2019

ESSEX; MIDDLESEX; NORFOLK; SUFFOLK

	Rates	Fringes
GLAZIER.....	\$ 39.86	30.25

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PLAS0534-001 01/01/2020

ESSEX; MIDDLESEX; NORFOLK AND SUFFOLK COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.00	37.66

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PLAS0534-004 01/01/2020

MIDDLESEX; NORFOLK AND SUFFOLK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 43.00	37.66

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\* PLUM0004-001 09/01/2022

MIDDLESEX (Ashby, Ayer-West of Greenville branch of Boston and  
Maine Railroad, Ft. Devens, Groton, Shirley, Townsend)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 50.50	27.67

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PLUM0012-005 02/27/2022

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.....	\$ 63.39	30.83

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PLUM0012-007 02/28/2022

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.....	\$ 61.79	34.66
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PLUM0051-004 09/01/2018		

BARNSTABLE; BRISTOL; DUKES; NANTUCKET; AND NORFOLK (Avon, Ho1brook, Randolph, Stoughton) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.91
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PLUM0537-005 03/01/2022		

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, 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; WORCHESTER (Hopedale and Southboro)

	Rates	Fringes
PIPEFITTER.....	\$ 60.28	34.97
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ROOF0033-001 08/01/2022		

	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.....	\$ 48.53	32.44
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\* SFMA0550-001 10/01/2022

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.....	\$ 65.56	34.30

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.

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 \* SFMA0550-002 10/01/2022

BRISTOL (Seekonk, Swansea, and Somerset)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 59.00	34.30

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.

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 SFMA0669-001 01/01/2022

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.....	\$ 43.14	28.02

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 SHEE0017-003 02/01/2022

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.....	\$ 52.50	30.71

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 SHEE0017-007 08/01/2021

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.....	\$ 51.95	43.04

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 TEAM0379-001 08/01/2020

	Rates	Fringes
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Truck drivers:

Group 1.....	\$ 34.98	26.6325+A+B
Group 2.....	\$ 35.15	26.6325+A+B
Group 3.....	\$ 35.22	26.6325+A+B
Group 4.....	\$ 34.44	26.6325+A+B
Group 5.....	\$ 35.44	26.6325+A+B
Group 6.....	\$ 35.73	26.6325+A+B
Group 7.....	\$ 36.02	26.6325+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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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 DECISIO"



**SECTION 01 00 00**

**GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

- A. The Work of this Section applies to all Work performed under the Contract.
- B. Any discrepancies found in the Contract Documents after signing of the Owner-Contractor agreement must be brought to the attention of the Architect for resolution. The Architect will determine which document entry governs and his decision will be final. The Contractor will not be entitled to a change in the Contract Time or Contract Sum on the basis of discrepancies found after signing of the Owner-Contractor agreement.
- C. Should conflict be evident between Contract Documents or within any Contract Document, the Contractor is deemed to have estimated the more expensive method of doing the Work unless he shall have asked for, and obtained, a written decision prior to submittal of bid or price quote, as to which method or materials will be required. Should the Work proceed after the discovery of errors, conflict, or omission by the Contractor and clarification has not been received from the Architect, the Contractor will be held fully responsible for replacement or correction, as directed by the Architect, at the Contractor's expense.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 35 43 - Environmental Procedures
  - 2. Section 01 50 00 - Temporary Facilities and Controls
  - 3. Section 01 77 00 - Contract Closeout Procedures
  - 4. Section 01 78 39 - Project Record Documents
  - 5. Section 02 28 20 - Asbestos Remediation
  - 6. Section 31 10 00 - Site Clearing
  - 7. Section 31 20 00 - Earthwork
  - 8. Section 31 30 00 - Sedimentation and Erosion Control

1.04 PROJECT IDENTIFICATION AND DESCRIPTION OF WORK

- A. Project Identification: The name of the Project is "Existing Incinerator Demolition and Site Restoration". The Project site is located at the City of New Bedford Solid Waste Transfer Station, 1103 Shawmut Avenue, New Bedford, MA 02746.
- B. Abbreviated Written Summary: The Work of the Contract can be summarized by reference to the Contract Documents. Work of this Contract includes the coordination of the entire Work indicated by the Contract Documents. All items shown, indicated, or inferable from the Contract Documents are to be included such that there are no omissions which would prevent full use in all respects. Materials shown or indicated in any one Contract Document are to be inferred as if required by all. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural

phenomenon including weather conditions, and other forces outside the Contract Documents. Briefly, without limitation the Work can be summarized as follows:

1. The Work will be performed in accordance with Owner scheduling requirements, including commencement and completion dates, and will include hazardous material removal and abatement, existing structure demolition, excavation, backfilling and grading, as identified and indicated in the Contract Documents; as required to complete the following Project Work:

C. Examination of Site and Documents:

1. All Bidders are required to visit the Project site and examine all Contract Documents before submitting a bid. Inspect and be thoroughly familiar with the same and conditions under which the Work will be carried out. Neither the Owner nor the Architect will be responsible for errors, omissions and/or charges for extra Work arising from Contractor's failure to familiarize themselves with the Contract Documents or existing site and school conditions. By submitting a Bid, the Bidder agrees and warrants that he had the opportunity to examine the building site and the Contract Documents, that he is familiar with the conditions and requirements of both and where they require, in any part of the Work, a given result to be produced, that the Contract Documents are adequate and that he will produce the required result.

2. The building site will be available for inspection as set forth in Section 00 00 20 - Invitation to Bid.

1.05 SPECIFICATION INFORMATION

- A. These specifications are a special form of technical writing edited from master specifications and contain deviations from traditional writing formats. Capitalization, underlining and bold print is only used to assist reader in finding information and no other meaning will be implied.
- B. Except where specifically indicated otherwise, the subject of all imperative statements is the General Contractor.
- C. Sections are generally numbered in conformance with Construction Specifications Institute Master Format System. Numbering sequence is not consecutive. Refer to Index of Specification Sections for names and numbers of Sections included in this Project.
- D. Pages are numbered separately for each Section. Each Section is noted with "End of Section" to indicate when Section is complete.

1.06 DEFINITIONS

- A. Owner: City of New Bedford, Massachusetts.
- B. Owner's Representative: RTA Architects
- C. Provide: means furnish and install, complete with all necessary components and accessories, ready for intended use.
- D. Indicated: is a reference to other portions of the Contract Documents.
- E. Approved: Except where specifically stated otherwise, the words "approved", "directed", "requested", "selected", "accepted" mean "approved by the Architect", "directed by the Architect" and so on. The words "approved" and "accepted" shall be held to the limitations stated in the General Conditions. In no case shall "approval" or "acceptance" by the Architect be interpreted as a release of Contractor of his responsibilities to fulfill all of the requirements of the Contract Documents. Where the Contract Documents require Contractor approval, approval must be submitted in writing using the word "approved" Contractor "review" only is not an acceptable substitute for Contractor approval.

- F. Observe/Observation: Except as otherwise defined in greater detail, the Architect's observation of the Work will be held to the limitations stated in the General Conditions and the Owner/Architect agreement. In no case shall observation by the Architect be interpreted as a release of Contractor of his responsibilities to fulfill all of the requirements of the Contract Documents. Observe shall be defined in accordance with the General Conditions of the Contract to include only visiting the site periodically, observing the condition and progress of the Work, and reporting to the Owner.
  - G. Furnish: Except as otherwise defined in greater detail, furnish means supply, including shop fabrication if applicable, and deliver to project site, ready for unloading, unpacking, assembly, installation and the like as applicable in each instance.
  - H. Install: Except as otherwise defined in greater detail, install means operations at project site including, but not limited to, unloading, unpacking, assembly, erection, placing, anchoring, applying, Working to dimension, finishing, curing, protecting, cleaning, placing in service and similar operations as applicable in each instance.
  - I. Installer: The person or firm engaged by Contractor or Subcontractor for performance of a specific unit of installation Work at the project site. It is a general requirement that Installers be expert and experienced in the Work they are engaged to perform.
  - J. Day: Except as otherwise defined in Owner-Contractor Agreement, day means calendar day.
  - K. Public: Any person in the building other than those attending to central mechanical, electrical, and plumbing services.
  - L. Public Areas: All areas other than rooms dedicated solely to central mechanical, electrical, and plumbing equipment.
  - M. Back-of-House Areas: Rooms not designated as part of a public area.
  - N. Continuation of Material: Where a given material is indicated on any of the Drawings, it is intended that such material be used throughout the length and height of walls, partitions, spandrels, panels, windows, lights, areas, etc., or in the assembly detail in which it occurs, for other similar locations throughout the building, unless a different material is specifically indicated.
- 1.07 INDUSTRY STANDARDS
- A. Referenced standards are part of the Contract Documents and have the same force and effect as if bound with these specifications.
  - B. Except where specifically indicated otherwise, comply with the current standard in effect as of the date of the Owner/Contractor Agreement.
  - C. Obtain copies of industry standards directly from publisher.
  - D. The titles of industry standard organizations are commonly abbreviated; full titles may be found in *Encyclopedia of Associations* or consult Architect.
  - E. Where Workmanship is governed by a referenced standard, submit one copy to Architect and additional copies to fabricators, installers, and others involved in the performance of the Work.
- 1.08 CONTRACTOR USE OF PREMISES
- A. The Contractor will be allowed to use selected portions of the existing building and site for field offices and/or storage areas at the discretion of the Owner. Owner approval will be required for all temporary office facilities and storage areas, including their size and location.

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**INCINERATOR DEMOLITION PROJECT**  
**NEW BEDFORD, MASSACHUSETTS**  
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1.09 USER OCCUPANCY

- A. Portions of the existing site will be occupied during the Work of this Contract. The Contractor shall conduct and coordinate all Work with the Owner's designated representative to avoid impeding conduct of Owner operations.

1.10 PERMITS, INSPECTION AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the General Contractor shall give the Architect and such Authority timely notice of its readiness so that the Architect may observe such inspection and testing.
- B. Prior to the start of construction, the General Contractor shall complete application to the applicable Building Code enforcement authority for the building permits. Such Permits shall be displayed in a conspicuous location at the project sites. Fees for Building, Electrical, Plumbing, Fire Protection, and Mechanical Permits will be paid in accordance with the City of New Bedford Building Permit Fee Schedule as available from the City of New Bedford Building Department.
- C. Submit copies of all permits, licenses, certifications, inspection reports, releases, notices, judgements, and communications from authorities having jurisdiction.

1.11 CONSTRUCTION SCHEDULES

- A. Within 14 days after signing the Owner/Contractor Agreement, provide the following for the Project:
  - 1. A comprehensive bar chart schedule, by Building, showing all major and critical minor portions of the Work, sequence of Work and duration of each activity. Update and reissue regularly.
  - 2. Progress schedule indicating Substantial Completion, by Building, within the specified Contract Time
  - 3. Critical path chart indicating the interrelationships of critical and non-critical events required to complete the Work, by Building, and overall Project, on the dates established.
  - 4. Update all schedules and distribute monthly with Application for Payment.
  - 5. Other required schedules, including but not limited to, Submittals, Testing, and Mock-Ups

1.12 SCHEDULE OF VALUES

- A. Prepare Schedule of Values to coordinate with application for payment breakdown. The Schedule of Values shall be broken down into labor and materials for each Work activity with increments no greater than \$10,000.00. Submit at least 10 days before first payment application. Update and distribute monthly with Application for Payment.. The CPM shall be tied into and reflect the Schedule of Values.

1.13 PAYMENT REQUESTS

- A. Provide three copies of each request on completely filled out copies of AIA G702 and continuation sheet G703. Substantiate requests with complete documentation; include change orders to date. Provide partial lien waivers for Work in progress and full lien waivers for completed Work. General Contractor shall be required by Law to submit payroll records substantiating payment of wage rates to employees on a weekly basis.

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- B. Before first payment application, provide the following:
1. List of Subcontractors, suppliers and fabricators
  2. Schedule of Values
  3. Progress Schedule
  4. Submittal Schedule keyed to project schedule
  5. List of Contractor's key project personnel
  6. Copies of permits and other communications from authorities
  7. Contractor's Certificate of Insurance
  8. Performance and Payment Bonds
  9. Unit Price Schedule
  10. Contractor's complete submittal log
  11. Contractor's complete submittal schedule
- C. Before final payment application, provide and complete the following:
1. Complete closeout requirements
  2. Complete punch list items
  3. Settle all claims
  4. Transmit Record Documents to Architect
  5. Prove that all taxes, fees and similar obligations have been paid
  6. Remove of temporary facilities and surplus materials
  7. Change lock cylinders or cores
  8. Clean the Work
  9. Submit Consent of Surety for final payment.

1.14 PROCEDURES & CONTROLS

- A. Preconstruction Conference: Require representatives of all major Subcontractors, including all Filed Sub Bidders, and suppliers to attend; notify Owner and Architect at least 72 hours in advance.
- B. Progress Meetings: Hold regular weekly meetings with Owner and Architect, and meetings before preparation of payment requests. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by his own superintendent. An authorized representative of any Subcontractor or Subcontractors shall attend such meetings if his presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.
1. As a prerequisite for monthly payments, ordering schedules, shop drawing schedule, and coordination meeting schedules shall be prepared and maintained by the General Contractor and shall be reviewed and updated on a monthly basis, and a copy shall be submitted to the Owner's Representative and Architect.
  2. In order to expedite construction progress on this project, the General Contractor shall order all materials immediately after the approval of shop drawings and shall obtain a fixed date of delivery to the project site for all materials ordered which shall not impede or otherwise interfere with construction progress.
  3. Scheduling shall be discussed with all concerned parties, and methods shall be presented by the General Contractor which shall reflect construction completion not being deferred, at no additional expense to the Owner.
  4. Project meetings shall be chaired by the Architect's designated representative.
  5. Project Meeting Notes: The Architect's designated representative shall be responsible for recording meeting minutes at each project meeting. The minutes shall incorporate the substance of all issues discussed, noting date of entry of each issue, the resolution, the party responsible for issue resolution, and the date of resolution. The meeting minutes will be distributed to all attendees and responsible parties at the next scheduled project meeting.

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- C. Daily Reports: Prepare daily reports recording all important information concerning events at the site for each project site. Submit to Architect and the Owner's project manager weekly. Minimum required information contained in the daily report will be:
  - 1. Manpower by trade
  - 2. Work activity by trade
  - 3. Equipment by trade
  - 4. Material deliveries by trade
  - 5. Weather conditions
  - 6. Any and all safety violations and accidents
  - 7. Inspections if any
- D. Layout: Layout Work and be responsible for all lines, elevations, and measurements of the building, grading, utilities and other Work executed under the Contract.
- E. Project Limit Line: The boundaries of the site do not limit the responsibility of the Contractor to perform the Work in its entirety. Make utility connections as indicated. The Contractor's superintendent must be present at each of the sites whenever any Work is being performed.
- F. Matching: Where matching is indicated, the Architect shall be the sole and final judge of what is an acceptable match.
- G. Observation: Notify the Architect and authorities having jurisdiction at least thirty-six hours in advance of concealing any Work.
- H. Utilities: Prior to interrupting utilities, services or facilities, notify the utility owners and obtain their written approval.
- I. Furnishings, Fixtures, and Equipment: Cooperate and permit the Owner to install his furnishings and equipment during the progress of the Work. Owner's installation of furnishings or equipment does not signify Owner's acceptance of any portion of the Work.
- J. Clean-Up: Clean-up all waste at least once a week, remove from site regularly, and legally dispose of off-site.
- K. Installer's Acceptance of Conditions: All installers shall inspect substrates and conditions under which Work is to be executed and shall report in writing to the General Contractor all conditions detrimental to the proper execution and completion of the Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means installer accepts previous Work and conditions.
- L. Documentation: The General Contractor shall be responsible for providing and maintaining filing, reporting, Submittals, RFI's. Payment Requisitions, Schedules, Change Proposals, Change Orders, and the like for the project.
- M. Management and Financial Records: Management and financial records shall be maintained by the Contractor pursuant to M.G.L. c 30 § 39 R.
- N. Provide noise and dust control procedures in accordance with requirements of Section 01 50 00, Paragraph 1.14.
- 1.15 SPECIAL PROJECT CONDITIONS
  - A. The Contractor shall undertake every possible measure to prevent damage of any kind to any portion of existing surrounding properties or areas.
  - B. The Contractor is required to exercise all possible care in the conduct of any Work which would affect surrounding properties and occupied areas and to be aware of the potential for damage. The Contractor shall be prepared to stop any Work immediately which is deemed to cause deleterious affects to adjacent areas.

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- C. The Contractor shall be held responsible for any damage to surrounding properties and occupied areas resulting from his failure to exercise care during the course of construction.

1.16 PROTECTION OF EXISTING UTILITIES

- A. The Contractor shall schedule, execute and pay all costs associated with implementation of all requirements related to disconnection or interruption of existing public or private utility services in accordance with requirements of local authorities having jurisdiction, including but not limited to the following:

1. City of New Bedford Department of Public Works
2. City of New Bedford Fire Department
3. City of New Bedford Police Department
4. City of New Bedford Water Department
5. Local Telephone Provider
6. Local Natural Gas Provider
7. Local Cable TV Provider
8. Dig Safe

- B. Protect existing utilities which remain from damage due to construction operations. Identify locations of utilities with temporary markers.

- C. Underground water piping temporarily exposed during construction shall be protected from freezing until buried in accordance with requirements of the Contract Documents.

- D. The Contractor shall be responsible for determining locations of underground structures and utilities, including but not limited to: water, sewer, gas, electric, telephone, and cable TV. Utility services to adjacent buildings shall be maintained without interruption, unless otherwise authorized in writing by the Architect. Utilities located in public ways surrounding the Project site shall be protected from damage related to the Work of this Section. Any and all costs related to repair or replacement of damage to existing utilities not called for to be altered under the Work of this Contract shall be paid by the Contractor. No excavation in a public street or way, or in any public or private place, shall take place prior to verification of the location of all underground utilities by DIG SAFE.

- E. Place markers to indicate locations of disconnected services and identify service lines and capping locations on Project Record Documents.

1.17 NOT USED

1.18 WARRANTIES

- A. The Contractor shall be responsible for providing full manufacturer warranties in accordance with requirements of individual trade Sections for specific product warranty requirements. The Contractor shall be responsible for providing manufacturer warranties, the Effective Starting Date of which, shall commence upon Substantial Completion of all Work of the Contract, as described in the Contract Documents, and shall run for the warranty period indicated in the respective trade Section.

- B. Procurement: Where a warranty is required, do not purchase or subcontract for materials or Work until it has been determined that parties required to countersign warranties are willing to do so.

- C. Warranty Forms: Submit written warranty to Owner through Architect for approval prior to execution. Furnish 2 copies of executed warranty to Owner for his records; furnish 2 additional conformed copies where required for maintenance manual.

- D. Work Covered: Contractor shall remove and replace other Work of project which has been damaged as a result of failure of warranted Work or equipment, or which must be removed and replaced to provide access to Work under warranty. Unless otherwise specified, warranty shall cover full cost of replacement or repair, and shall not be pro-rated on basis of useful service life.

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- E. Warranty Extensions: Work repaired or replaced under warranty shall be warranted until the original warranty expiration date or for ninety days whichever is later in time.
- 1.19 DELIVERY, STORAGE, HANDLING, & INSTALLATION CONDITIONS
- A. Manufacturer's Instructions: Strictly comply with manufacturer's instructions and recommendations and prevent damage, deterioration and loss, including theft.
  - B. Minimize long-term storage of products at the site. Maintain environmental conditions, temperature, ventilation, and humidity within range permitted by manufacturers of materials and products used.
- 1.20 LABELS
- A. Labels, Trademarks, & Trade Names: Locate required labels on inconspicuous surfaces (**not typically visible to the public**). No manufacturer labels, nameplates, trademarks, or other identifying markings shall be located on surfaces visible to the public. Any such markings shall be removed and damage repaired, or item replaced, at the discretion of the Architect. Provide permanent data plate on each item of mechanical equipment stating manufacturer, model, serial number, capacity, ratings and all other essential data.
- 1.21 MUNICIPAL POLICE SERVICES
- A. The Contractor shall make all necessary arrangements with the City of New Bedford Police Department in advance of times when regular off-duty, or reserve, police officers will be needed for traffic control protection, due to operations performed under this Contract. Officers shall be compensated, by the Contractor, in accordance with City of New Bedford wage rates for such services. Extend the Workman's compensation Insurance and Employer's Liability Insurance, required under the General Contract, to cover police used on the project.
- 1.22 WELDING, CUTTING, AND BURNING PROCEDURES
- A. PURPOSE
    - 1. The purpose of this procedure is to provide minimum standards to prevent loss of life and property from fire during welding, cutting or burning processes involving the use of oxygen-fuel gas and electric arc cutting and welding equipment.
  - B. GENERAL REQUIREMENTS
    - 1. In the performance of welding, cutting and burning operations, only approved equipment shall be used and the equipment shall be installed and operated in accordance with OSHA standards, the manufacturer's instructions, and nationally recognized good practice.
    - 2. A "Hot Work" permit for welding, cutting, burning or spark producing operations shall not be issued unless the individual in charge of performing such operations is deemed to be capable of doing such work in a safe manner by the Contractor's Safety Representative. Demonstration of knowledge of fire safety requirements and this welding and cutting procedure in addition to the equipment manufacturer's operational instructions shall constitute acceptable evidence of compliance.
    - 3. A fire watch shall be provided by the Contractor or the Filed-Subcontractor's for their respective work to safeguard against the ignition of any material by the welding, cutting or burning operation, to make use of portable fire extinguishers or fire hose and to perform similar fire prevention and fire protection duties. The fire watch shall remain on the job at least 30 minutes after the "hot-work" including but not limited to welding or cutting operations have been completed to insure that no fire exists. A signed inspection report attesting to that fact shall be filed and available for inspection by the local Fire Department.



4. A record shall be maintained by the responsible Contractor and Filed-Subcontractor Safety Representative of all locations where welding or cutting operations are performed. The record shall state the name of the assigned fire watch or watches and the length of time for which the fire watch standby was continued after work was completed (a minimum of 30 minutes). It shall include the date, time, and specific location at which work was done and describe the work, fire protection provided, and special precautions taken. Individual job authorizations shall be kept available at all times for inspection by the local Fire Department or the Owner's Representative. The assigned fire watch or fire watches shall sign the work authorization attesting to the fact that no fire existed after the work ceased and the standby period had passed.
5. Where welding, cutting or burning is done near walls, partitions, ceiling or roof of combustible construction, fire resistant shields or guards shall be provided to prevent ignition. When welding, cutting or burning is to be done on a metal wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side due to conduction of radiation. A fire watch shall be required on the other side of the exposed wall, partition, ceiling or roof if there is any danger of the welding, cutting or burning on one side to result in ignition of materials or structure on the unexposed side. Welding, cutting or burning shall not be attempted on a metal partition wall or on partitions of combustible sandwich-type panel construction.

C. FIRE SAFETY REQUIREMENTS

1. Cutting or welding operations shall be performed only in areas that have been protected against the ignition and spread of fire.
2. Within the confines of a Contractor and Filed-Subcontractor's work area welding, cutting or burning shall be done in specific areas designed and approved for such work as a maintenance shop, an outside location or a detached structure which shall be of noncombustible or fire resistive construction.
3. When work cannot be moved as in most construction or structural modification activity, the area shall be made fire safe by removing all combustible material within a distance of 35 feet and all combustible material from beneath the location where welding, cutting or burning is to be performed.
4. When work cannot be relocated and combustible material cannot be feasibly relocated, all combustible material exposed within 35 feet horizontally or beneath the welding, cutting or burning operation or within 35 feet of exposed floor, ceiling or wall openings shall meet the following requirements:
  - a. Such combustible construction or material shall be protected from possible sparks or hot metal by fire resistive shields or noncombustible covers as required by the Massport Fire Rescue Department.
  - b. Such floor, ceiling or wall openings shall be protected by fire resistive shields and openings or cracks in walls, floors or ducts shall be tightly covered to prevent the passage of sparks or slag to adjacent areas.
5. At least one portable fire extinguisher having a rating of not less than 4-A:60-B:C shall be kept at the location where welding, cutting or burning is done and at least one portable fire extinguisher having a rating of not less than 2-A:10-B:C shall be attached to all portable welding carts.
6. Welding, cutting or burning shall not be done in or near rooms or locations where flammable gases, liquids or vapors, lint dust or loose combustible stocks are present when sparks or hot metal from the welding, cutting or burning operations may cause ignition or explosion of such materials.
7. Welding, cutting or burning shall not be performed in the presence of explosive atmospheres or on containers, equipment or in hollow spaces or cavities which contain or have contained flammable fluids, gases or solids until these containers or equipment have been thoroughly cleaned, inverted or purged.
8. Sprinkler protection shall not be shut off while welding, cutting or burning work is being performed. When welding, cutting or burning work is being done close to automatic sprinkler heads, noncombustible board products or damp cloth guards shall be used to shield the individual heads, but shall be removed when the work is completed.

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9. Where a sprinkler system will be impaired or rendered inoperative for any reason, this shall be noted in the application for permit so that all necessary precautions may be taken as required by the local Fire Department.
10. Hot tapping of other welding, cutting or burning on a flammable gas or liquid transmission or distribution utility pipe line shall be qualified to perform such work.

**PART 2 - PRODUCTS**      NOT USED

**PART 3 - EXECUTION**      NOT USED

**END OF SECTION**

**SECTION 01 26 00**

**CONTRACT MODIFICATION PROCEDURES**

**PART I - GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

- A. The Work of this Section shall include, but not be limited to, the following:
  - 1. Administrative and procedural requirements for handling and processing Contract modifications.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
- B. Other Specifications Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 33 00 - Submittal Procedures
  - 3. Section 01 35 42 - Hazardous Material Procedures
  - 4. Section 01 50 00 - Temporary Facilities and Controls
  - 5. Section 01 77 00 - Contract Closeout Procedures

1.04 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architects Supplemental Instructions.

1.05 CHANGE ORDER PROPOSAL REQUESTS

- A. Prior to issuing instructions for changes in the Work which the Architect judges will require adjustment to the Contract Sum or Contract Time, the Architect may, at its discretion, request the Contractor to prepare an estimate of the amount of the adjustment.
- B. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of the proposed change and supplemental or revised Drawings and Specifications.
  - 1. Respond to the request by submitting a proposal to the Architect for the Owner's review within 21 calendar days of receipt of the proposal request, unless a shorter time period for response is indicated in the proposal request.
  - 2. Include in the proposal, an estimate of cost necessary to execute the proposed change and a statement indicating the effect the proposed change in the Work will have on the Contract time. Include the supporting data as requested by the Architect.
  - 3. Proposal requests are not an instruction either to stop Work in progress, or to execute the proposed change. Continue with Work in progress that is not affected by the proposed change.

- C. Contractor-Initiated Change Order Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
    - 1. Notify the Architect in writing of proposed changes within 21 calendar days after the occurrence of the event of observance of the condition giving rise to the change proposal request.
    - 2. Submit the change-order proposal request within 21 calendar days after delivering such notification to the Architect.
    - 3. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time. Include the supporting data listed in paragraph F, below.
    - 4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
  
  - D. No extensions of Contract Time nor increase in the Contract Sum will be considered if the additional time or additional cost is a consequence of the Contractor's failure to submit an estimate within the time stipulated, regardless of whether the proposal request or change order request was initiated by the Owner or the Contractor.
  
  - E. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.
- 1.06 NOT USED
- 1.07 CONSTRUCTION CHANGE DIRECTIVE
- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal, the Architect may issue a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
    - 1. The Construction Change Directive will contain a description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time, in accordance with Article 7.3 of the General Conditions.
  
  - B. Documentation: If the Construction Change Directive is for Work which is to be compensated on the basis of Time and Materials, the Contractor shall maintain detailed daily records, verified with the Architect and Owner's Project Manager, on a time and material basis of Work required by the Construction Change Directive.
    - 1. After completion of the change, the Contractor shall submit an itemized account, including supporting data, as may be required by the Architect and Construction Manager, to substantiate cost and time adjustments to the Contract.
- 1.08 CHANGE ORDER PROCEDURES
- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.
  
  - B. The Contractor shall promptly execute the Change Order.
  
  - C. The Architect will present the Change Order to the Owner's Project Manager for review and approval. Upon OPM approval, the Change Order will then be forwarded by the Architect to the Owner's designated representative for approval. A copy of the fully approved and executed Change Order will then be forwarded to all parties for the record.

**PART 2 - PRODUCTS** NOT USED

**PART 3 - EXECUTION** NOT USED

**END OF SECTION**

**SECTION 01 33 00**

**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

**1.02 DESCRIPTION OF WORK**

- A. The Work of this Section includes, but is not limited to, the following:
  - 1. Administrative and procedural requirements for submittal of Shop Drawings, Product Data, Samples, and other required submittals as called for in the Contract Documents.

**1.03 RELATED WORK SPECIFIED ELSEWHERE**

- A. Carefully examine all of the Contract Documents for requirements which affect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 26 00 - Contract Modification Procedures
  - 3. Section 01 35 43 - Hazardous Material Procedures
  - 4. Section 01 50 00 - Temporary Facilities and Controls
  - 5. Section 01 77 00 - Contract Closeout Procedures

**1.04 GENERAL REQUIREMENTS**

- A. Submittal Procedures
  - 1. General Requirements
    - a. General Contractor and Sub-Contractor Shop Drawings and Product Data submittals shall be transmitted to the Architect in electronic (PDF) format by the Contractor.
    - b. The Contractor shall review and apply electronic stamp certifying that the submittal complies with requirements of the Contract Documents, including verification of manufacturer and product, dimensions, and coordination of information required for integration into all related components of the Work.
    - c. The Architect or Engineer will review and return submittal copies to the Contractor within ten (10) business days.
    - d. The Contractor is responsible for distribution of reviewed submittals to all subcontractors and suppliers.
    - e. The Contractor shall submit paper copies of reviewed submittals at Project closeout in accordance with requirements of Section 01 77 00 - Contract Closeout Procedures, Section 01 78 39 - Project Record Documents.
    - f. In lieu of the above procedure, The Contractor may, at their discretion and with acceptance by the Owner and Architect, choose to utilize a website service designed specifically for transmitting submittals between construction team members. All operational parameters established by the Contractor designated service, and all costs associated therewith, shall be implemented and paid for by the Contractor under the Work of this Contract.

- B. Electronic Submittal Procedures (per Owner and Architect agreement)
  - 1. In accordance with Paragraph A.1.f. above, electronic submittal procedures shall be as follows.
  - 2. General Requirements
    - a. Shop Drawings and Product Data submittals shall be transmitted to the Architect in electronic (PDF) format.
    - b. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
    - c. The electronic submittal process is not intended for submittal of color samples, color charts, or physical material samples.
  - 3. Submittal Procedures
    - a. The Contractor shall review and apply electronic stamp certifying that the submittal complies with requirements of the Contract Documents, including verification of manufacturer and product, dimensions, and coordination of information required for integration into all related components of the Work.
    - b. The Architect/Engineer will notify and return completed review to the Contractor by e-mail.
    - c. The Contractor is responsible for distribution of reviewed submittals to all subcontractors and suppliers.
    - d. The Contractor shall submit paper copies of reviewed submittals at Project closeout in accordance with requirements of Section 01 77 00 – Contract Closeout Procedures, Section 01 78 39 – Project Record Documents.
  - 4. Service Cost
    - a. The Contractor shall provide the following Internet Service and Equipment Requirements:
      - 1. E-mail address and Internet access through all Project Site trailers and the Contractor's main office.
      - 2. Adobe Acrobat, Bluebeam PDF Revu, or other similar PDF review software for applying electronic stamps and review comments shall be provided on all computers provided for Project use in accordance with requirements of Section 01 50 00 – Temporary Facilities and Controls.
- C. Prior to submittal of any shop drawings, product data or samples the Contractor shall submit to the Architect for approval, within 15 business days after being awarded the Contract, a complete submittal log and a schedule of submissions of shop drawings and miscellaneous Work-related submittals which corresponds to the requirements of the CPM schedule and the General Contract. No Submittals will be processed prior to the receipt of such schedule for the school. The schedules shall indicate, by Building and trade, the date by which final approval of each item must be obtained, and shall be revised as required by the conditions of the Work, subject to the Architect's approval. The Architects review period, including those of his consultants, will not exceed 30 days from the established date of each submission of shop drawings, product data, and samples, plus the additional time, if any, for distribution by the Contractor and receipt of submissions by the Architect. The Contractor shall be required to strictly adhere to the dates established in the schedule. The information in this submittal schedule shall also be included in the Contractor's CPM schedule for the project submitted in accordance with Section 01 51 11 - Progress Schedule.
- D. Following approval of submittal log and schedule, submit to the Architect and Construction Manager, shop drawings, product data and samples required by each specification Section.
- E. When the phrase "By Others" (or similar expression) appears on a submittal and refers to any of the Contract Work, it shall be interpreted to mean "by the General Contractor or another Subcontractor". The Architect's and the Construction Manager's review of any submittal containing such phrase shall not be considered permission to delete any Work from the Contract.
- F. Review and approval of shop drawings by the Architect and Construction Manager does not indicate approval of changes in the Contract, Time or Cost

1.05 SHOP DRAWINGS

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- A. Original drawings, prepared by The Contractor, Subcontractor, Supplier or distributor which illustrate some portion of the Work; showing fabrication, layout, setting or erection details.
  - 1. Prepare drawings in a clear and thorough manner.
  - 2. Identify details by reference to sheet and detail numbers shown on Contract Drawings
- B. Provide layout verification plans for ceramic tile, resilient floor tile, and carpet. Plans shall indicate changes in material color and pattern in accordance with requirements of the Contract Documents.

1.06 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
  - 1. Modify drawings to delete information which is not applicable to project.
  - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Show wiring diagrams and controls.

1.07 SAMPLES

- A. Physical examples to illustrate materials, products, units of Work, equipment or Workmanship, and to establish standards by which completed Work is to be judged.
  - 1. Office samples: Of sufficient size and quality to clearly illustrate:
    - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
    - b. Full range of color, texture and pattern.
- B. Mock-Ups: Sample installation in field and similar items specified in individual Work Sections are processed as special types of samples.

1.08 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Project Data and Samples prior to submission.
- B. Verify:
  - 1. Field measurements
  - 2. Field construction criteria
  - 3. Catalog numbers and similar data
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect review of submittals.
- E. Contractor's responsibility for deviation in submittals is not relieved by Architect or Construction Manager review of submittals, unless the Architect gives written acceptance of specific deviations.

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- F. Notify Architect/Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Furnish miscellaneous submittals (non-administrative) including, but not limited to warranties, maintenance agreements, Workmanship bonds, project photographs, survey data and reports, physical Work records, quality testing and certifying reports, copies of industry standards, record Documents, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the Work.

1.09 SUBMISSION REQUIREMENTS

- A. Schedule submissions to permit time for review and resubmission.
- B. Submit number of Samples specified in each of specification Sections.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. Specification Section number, paragraph and item number
  - 5. The number of each Shop Drawing, Product Datum and Sample submitted
  - 6. Notification of deviations from Contract Documents
  - 7. Manufacturer's name or source of supply
  - 8. Trade name
  - 9. Catalog number
  - 10. Contractor's certification that he has checked all samples for compliance with Contract requirements and availability of material
  - 11. Name and address of Architect, Subcontractor, and supplier
  - 12. Other pertinent data
- D. Submittals shall include:
  - 1. Date and revision dates
  - 2. Project title and number
  - 3. The names of:
    - a. Architect
    - b. Contractor
    - c. Subcontractor
    - d. Supplier
    - e. Manufacturer
    - f. Separate detailer when permitted
  - 4. Identification of product or material.
  - 5. Relation to adjacent structure or materials.
  - 6. Field Dimensions, clearly identified as such.
  - 7. Specification Section number, paragraph and item number.
  - 8. Applicable standards, such as ASTM number or Federal Specification.
  - 9. A blank space, 3" x 6", for Architect/Engineer's stamp.
  - 10. Identification of deviations from Contract Documents.
  - 11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
- E. The Architect will complete the review and return the record sepias and product data to the Contractor.



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- F. The Contractor shall be fully responsible for delay in the delivery of materials or progress of Work caused by late review of shop drawings due to failure of the Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Architect reasonable time (up to 30 calendar days) for normal checking and processing of each submission or resubmission.
  - G. The Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the Work when approval of pertinent shop drawings and product data is withheld due to failure of the Contractor to submit, revise, or resubmit items in adequate time to allow the Architect reasonable time, not to exceed thirty (30) calendar days, for normal checking and processing of each submission or resubmission.
- 1.10 NOT USED
- 1.11 ARCHITECTS REVIEW ACTIONS
- A. Submittals Marked "Reviewed as Required by Construction Contract Documents And Approved":
    - 1. Submittals which require no corrections by the Architect will be marked "Reviewed as Required by Contract Documents and Approved". Reviewed as required by Contract Documents and approved, but only for conformance to the design concept of the Work, and subject to further limitations and requirements contained in the Construction Documents.
  - B. Submittals Marked "Furnish as Corrected":
    - 1. Submittals which require only a minor amount of correcting will be marked "Furnish as Corrected". This mark means that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on Work "Furnish as Corrected", provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field and the Contractor will be required to replace such Work and that of other Contractor's, in accordance with corrected submittals, at his own expense.
  - C. Submittals Marked "Revise and Resubmit":
    - 1. When submittals are marked "Revise and Resubmit" details of items noted by Architect shall be further clarified before full approval can be given and noted items must not be fabricated until corrected and approved.
  - D. Submittals Marked "Rejected":
    - 1. When submittals are contrary to Contract requirements or too many corrections are required, they shall be marked "Rejected". No Work shall be fabricated under this mark. The Architect shall list his reasons for non approval on the submittal or in a transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.
  - E. Submittals Marked "Review":
    - 1. Submittals sent for information only will be marked "Reviewed". No approval or disapproval is given unless requested by Contractor.
  - F. Return of Submittals To Contractor Unchecked:
    - 1. The Architect may return submittals to the Contractor unchecked for any of the following reasons, in which case the submission will not be considered official:
      - a. Submittal in violation of specified procedure or product
      - b. Inadequately checked by Contractor

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- c. Inaccurate and in substantial error
- 1.12 RESUBMISSION REQUIREMENTS
- A. Shop Drawings:
    - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
    - 2. Indicate on drawings any changes which have been made other than those requested by Architect/Engineer.
  - B. Product Data and Samples: Submit new data and samples as required for initial submittal.
- 1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW
- A. Distribute copies of Shop Drawings and Product Data which carry Architect/Engineer's stamp, to:
    - 1. Contractor's Job site file
    - 2. Record Documents file
    - 3. Subcontractors and/or suppliers
    - 4. Owner
    - 5. Testing Agency (where applicable)

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B. Distribute samples as directed.

1.14 ARCHITECT/ENGINEER'S DUTIES

A. Review submittals with reasonable promptness.

B. Review for:

1. Design concept of project
2. Information given in Contract Documents

C. Review of separate item does not constitute review of an assembly in which item functions.

D. Affix stamp and initials or signature certifying to review of submittal.

E. Return submittals to Contractor for distribution.

1.15 DAILY CONSTRUCTION REPORTS

A. Prepare daily construction reports, recording the following information concerning events at the site and submit copies to the Architect at weekly intervals.

1. List of Subcontractors at the site
2. Approximate count of personnel at the site
3. High/low temperatures, general weather conditions
4. Accidents and unusual events
5. Meeting and significant events
6. Stoppages and delays, shortages, losses
7. Meter readings and similar recordings
8. Emergency procedures
9. Orders and requests of governing authorities
10. Job modifications received and implemented
11. Services connected, disconnected
12. Equipment or system tests and start-ups
13. Partial completion, occupancies
14. Substantial completion authorization

1.16 EMERGENCY ADDRESSES

A. Within 15 days of Notice to Proceed, submit to the Owner, Construction Manager and the Architect, in writing, the name, addresses and telephone numbers of key members of their organization including Superintendent and personnel at the site, to be contacted in the event of emergencies at the building site, which may occur during non-Working hours.

**PART 2 - PRODUCTS**

2.01 SUBSTITUTIONS

A. Contractor's request for changes in products, materials and methods of construction required by Contract Documents are considered requests for "substitutions" and are subject to requirements specified under Section 01 60 00 – Product Requirements.

**PART 3 - EXECUTION** NOT USED

**END OF SECTION**

## SECTION 01 35 43 - ENVIRONMENTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. The Contractor, Subcontractors, and/or suppliers providing goods and services referenced in or related to this Section shall also be bound by the Related Documents identified in Division 01 Section "Summary."
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

#### 1.2 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods and services referenced in or related to this Section shall also be bound by the documents identified in Division 00 Bidding and Contract Requirements and Division 01 General Requirements.

#### 1.3 HAZARDOUS MATERIALS PROCEDURE

- A. Asbestos:
  - 1. Asbestos Materials Exist On-Site: There are accessible and inaccessible asbestos containing materials (ACM) in the existing building. ACM affected by the demolition project are included under this contract. The Abatement/Demolition Contractor "Demolition Contractor" shall perform all required scope. The Demolition Contractor shall formally notify each subcontractor that there are ACM existing in the buildings. Hidden ACM may only be found during demolition. Refer to items 2 and 3 below.
  - 2. All friable ACM including contaminated water will have to be removed prior to demolition. Once completed, the building will be demolished via a Non-Traditional Abatement Plan to be prepared by UEC.
  - 3. Unknown and inaccessible ACM: During the work of the Contract, it is possible that previously unknown asbestos materials may be discovered in currently concealed locations.
  - 4. Notification: If the Demolition Contractor discover or encounter any ACM during the performance of the work, the Demolition Contractor shall immediately:
    - a. Stop work, notify the Owner and Architect about the presence of suspect ACM and request instructions for proper action, and
    - b. Take whatever steps and measures are necessary to reduce, control or eliminate the risk of exposure of workers and the public to the ACM.
    - c. Every effort will be made to obtain DEP (12 working day notification period) waivers to remove hidden or unforeseen ACM by the asbestos contractor. The Demolition Contractor shall allow sufficient time for the removal of the ACM at no additional charges to the owner for delays and should waivers are denied.
  - 5. Responsible Person On-Site: The Demolition Contractor shall designate one of its senior on-site employees to be in charge of coordination between the Architect, the Demolition Contractor, and all subcontractors with respect to hazardous materials issues.
  - 6. Responsibility for Hazardous Material Discovery: It is the sole responsibility of the Demolition Contractor and its Subcontractor to undertake whatever measures, methods or procedures are necessary, required or otherwise appropriate to safeguard the health and safety of all workers

and members of the public with respect to identification and discovery of previously unknown hazardous materials during the work of the Project.

7. Roofing material, including but not limited to built-up roofing system, insulation, paper, glue, and flashing material were either found or assumed to contain asbestos. The Demolition Contractor shall own the removal and disposal of all roofing material as asbestos at no additional cost to the Owner in accordance with all federal and state regulations. The Demolition Contractor is solely responsible for notifications, means and methods, and techniques used to properly remove and dispose of the material. It is also the Demolition Contractor's responsibility to comply with DEP 310CMR 7.15.
8. Damproofing on foundation walls, beams, columns, buildings/windows flashing (Asbestos Containing Waste Material (ACWM)) were assumed to exist and assumed to contain asbestos. The Demolition Contractor is solely responsible for means and methods and techniques used to properly remove and dispose of the ACWM and shall comply with all federal, state and OSHA regulations. The Demolition Contractor shall include in his bid the disposal of 500 ton of the ACWM. UEC licensed project monitor will record on a daily basis all quantities removed. The Demolition Contractor will be required to do the same. At the completion of the Demolition project, should quantities of ACWM removed were found to be less than 500 ton, the Demolition Contractor will be required to issue a credit to the owner based on \$170.00 per ton or will be paid \$185.00 per ton should quantities of ACWM coated walls removed were found to be greater than the listed above. The unit price includes all applicable costs. It is also the Demolition Contractor's responsibility to comply with 310CMR 7.15.
9. UEC will prepare a NTWP for review and approval by the DEP as required by DEP 3.10CMR 7.15 regulations prior to the anticipated demolition/excavation of the building. The Demolition Contractor must comply with the NTWP at no additional cost to the owner. The NTWP will include the removal of all non-friable ACM.
10. Indemnification: To the fullest extent permitted by law, the Demolition Contractor, Demolition Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or relating to the performance of the Work, including the discovery or identification of any hazardous materials, provided that any such claim, damage, loss or expense if attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the lose of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Demolition Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. Lead:

1. The Demolition Contractor shall be made aware that Lead Based Paint exists on painted surfaces.
2. All the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines in such from in which they exist at the time of the work on the Contract and as may be required by subsequent regulations.
3. The Demolition Contractor is solely responsible for means and methods, and techniques used for demolition and lead control. The Demolition Contractor shall collect, and control lead contaminated debris and to properly remove and dispose of lead contaminated soil around the building due to demolition activities.
4. The Demolition Contractor shall at his own cost and expense comply with all laws, ordinance, rules, and regulations of Federal, State, Regional and Local authorities during demolition, prepping, sanding, cutting, burning, scraping, painting over, grinding and regarding handling, storing, and disposing of lead and lead contaminated waste material.

5. The Demolition Contractor shall submit to the Architect prior to commencing of work the following:
    - a. Written respiratory and notification program
    - b. Written lead compliance program in accordance with OSHA regulations including:
      1. Training requirement certifications.
      2. Supervisor qualifications.
      3. Respirators fit test records.
      4. Medical surveillance certificates.
  6. The EPA and the DEP require demolition debris with lead to be tested in accordance with the Toxicity Characteristic Leaching Procedure (TCLP) to determine the potential for significant amounts of lead to leach out of the waste. If the results are below the DEP standard (5.0 ppm), the waste may be disposed of in a conventional landfill for demolition debris. If, however, the TCLP results are above the DEP standard, the waste must be disposed of in a DEP approved, hazardous waste landfill. The Demolition Contractor shall at own cost and expense perform all required testing of waste by the TCLP. The Demolition Contractor must submit to the Owner copy of tests performed and all waste shipment records prior to disposing of debris. The Owner reserves the right to have own TCLP samples collected to verify results. All disposal costs shall be at the Demolition Contractor responsibility.
  7. The following references are cited as current applicable publications. This project is subject to compliance with all regulations including but not limited to:
    - a. Commonwealth of Massachusetts, Department of Labor, and Work Force Development 454 CMR 11.00, Structural Painting Safety Code, as currently amended.
    - b. Commonwealth of Massachusetts, Department of Environmental Protection, and Hazardous Materials Regulations at 310 CMR 30.00 as currently amended.
    - c. U. S. Department of Labor, Occupational Safety and Health Administration Title 29 CFR 1910.1025 and 29 CFR Part 1926.62.
    - d. U. S Department of Environmental Protection, Resources Conservation and Recovery Act.
    - e. Commonwealth of Massachusetts, Department of Labor, and Work Force Development 454 CMR 22.00.
    - f. Commonwealth of Massachusetts, Department of Environmental Protection, 310 CMR 6.0-8.0.
    - g. Commonwealth of Massachusetts, Department of Environmental Protection ABC rubble rules.
  8. All above regulations are applicable to this project. Where there is a conflict between this section and the applicable regulations, the more stringent requirement shall prevail.
- C. Other Hazardous Materials:
1. The Demolition Contractor shall be made aware that other hazardous materials are found inside/outside the building.
  2. The Demolition Contractor shall be responsible for quantifying, removal, and proper disposal of all remaining hazardous materials, including but not limited to PCB's, mercury and Freon inside air conditioners, switches, exit signs, thermostats, and other hazardous materials.
  3. The Demolition Contractor shall be made aware that ACM contaminated water, concrete, and soil exist in the building and shall be removed via the NTWP.
- D. Polychlorinated Biphenyls (PCB's):
1. The Demolition Contractor be made aware that buildings materials including but not limited to caulking, painted surfaces, glue, coatings, and other buildings materials might contain >1 ppm of PCB's.
  2. No testing will be either performed ore permitted.

3. All of the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines.
4. The Demolition Contractor is solely responsible for means and methods, and techniques used for demolition, control, and disposal. The Demolition Contractor shall collect and control possible PCB's contaminated debris and soil due to demolition activities.
5. The Demolition Contractor shall at his own cost and expense comply with all laws, ordinance, rules, and regulations of Federal, State, Regional and Local authorities during prepping, sanding, cutting, burning, scraping, grinding and regarding handling, storing, and disposing of contaminated waste material and during demolition.

E. Silica Dust:

1. The Demolition Contractor shall be made aware that building materials (Material) may contain Silica.
2. Due to the difficulty associated with exhaustive testing, the Owner has elected to direct the Demolition Contractor to assume that Silica was found.
3. The Demolition Contractor shall review and comply with most recent US Department of Labor Final Rule and shall take extra precautions to protect workers and other personnel on site.

PART 2 – PRODUCTS                      Not Used

PART 3 – EXECUTION                      Not Used

END OF SECTION

**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

- A. Provide, maintain, remove, and pay all costs related thereto, all temporary facilities included under the Work of this Section, or as otherwise required for progress and completion of the Work in accordance with requirements of the Contract Documents.
- B. Coordinating and scheduling among all trades and subcontractors, the furnishing and use of all temporary facilities for the Work in accordance with all Federal, State, and local governing rules and regulations.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all of the Contract Documents for requirements which effect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 26 00 - Contract Modification Procedures
  - 3. Section 01 33 00 - Submittal Procedures
  - 4. Section 01 35 43 - Environmental Procedures
  - 5. Section 01 77 00 - Contract Closeout Procedures
  - 6. Section 01 78 39 - Project Record Documents
  - 7. Section 02 28 20 - Asbestos Remediation
- C. Nothing in this Section is intended to limit types and amounts of temporary Work required, and no omission from this Section will be recognized as an indication by the Architect that such temporary activity is not required for successful completion of the Work or compliance with requirements of the Contract Documents.

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Provide and maintain all temporary facilities in compliance with governing rules, regulations, codes, ordinances and laws of agencies and utility companies having jurisdiction over Work involved in the project.
- B. Be responsible for all temporary Work provided, and obtain any necessary permits and inspections for such Work.
- C. Do not interfere with normal use of streets in vicinity of project site except as indicated on drawings and/or as absolutely necessary to execute required Work, and then only after proper arrangement has been made with applicable authorities, including traffic control.



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1.05 JOB CONDITIONS

- A. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Install, operate, maintain, and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.
- C. Notify the Owner, Architect, and other affected parties no less than 10 days in advance of shutting down, starting up, interrupting utilities or service of facilities which may affect the neighboring homes or businesses. Allow sufficient time for protective measures to be taken.

1.06 FIELD OFFICES AND STORAGE SHEDS

- A. Provide and maintain field offices on site throughout construction period. The type and placement of temporary office facilities will require Owner approval.
  - 1. General Contractor's Office: Size as required for general use and to provide space for project meetings. Provide heat, ventilation, power and light as required. Provide and maintain throughout duration of project, local telephone service for the legitimate use of those connected with Work. Pay all permits and charges related to temporary telephone service. Maintain a complete set of current project drawings and specifications at this office at all times. Maintain a file with all approved shop drawings, permits and other data pertinent to the Work.
  - 2. Owners Office: Contractor shall provide and maintain adequate area for the use of the Owner and the Owner's Project Manager for the duration of the Project a suitable site office, solely.

1.07 WEATHER PROTECTION

- A. The Contractor shall provide temporary enclosures and heat to permit Work to be carried on during the months of November through March in compliance with M.G.L. c 149 sec. 44G9(d), and include temporary enclosures and heat for exterior masonry wall back-up and masonry veneer construction of the building envelope. These specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible in the opinion of the Owner.
- B. "Weather Protection" shall mean the temporary protection of the Work adversely affected by moisture, wind, and cold by covering, enclosing, and/or heating. This protection shall provide adequate Work areas during the months of November through March as determined by the Owner and consistent with the construction schedule to permit the continuous progress of all Work necessary to maintain an orderly and efficient sequence of construction operations. The General Contractor shall furnish and install "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum of 40 degrees Fahrenheit at the Work surface and include temporary enclosures and heat for exterior masonry wall back-up and masonry veneer construction of the building envelope. This provision does not supersede any specified requirements for methods of construction, curing of materials, or the applicable conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.
- C. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
- D. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that they will not damage finished Work or endanger the health and welfare of the occupants. Salamanders shall not be used.
- E. The Contractor shall be responsible for weather protection during construction, until Substantial Completion, and shall be liable for any damage to any Work caused by failure to supply weather protection and proper ventilation.
- F. The Contractor shall remove and replace all Work damaged by frost, as directed by the Architect, at no additional cost to the Owner
- G. It is to be specifically understood that the Contractor shall do no Work under any conditions deemed unsuitable by the Contractor to the perfect execution of the Work. This provision shall not constitute any waiver, release, or lessening of

the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

1.08 TEMPORARY SERVICES

A. Temporary Electricity and Lighting:

1. The Contractor shall provide, maintain and remove entirely, light and power system for entire project, including safety and security lighting.
2. The Contractor shall provide sufficient temporary power and lighting to ensure proper Workmanship everywhere; by combined use of daylight, general lighting and portable plug-in task lighting. Pay for all permits, charges and fees related to temporary electric service.
3. The Contractor shall provide and maintain temporary wiring as required for power and lighting.
4. The Contractor shall pay for the cost of temporary wiring for lights and power required to complete the Work in accordance with requirements of the Contract Documents and energy consumed by all trades.

B. Temporary Cooling and Ventilation:

1. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulation of dust, fumes, vapors or gasses.

D. Provide temporary sanitary facilities, including temporary toilets, wash facilities, and drinking water facilities. Comply with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. The toilets and wash facilities shall be installed in a location approved by the Owner. Include toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

1. Provide self contained chemical type toilet units, including periodic maintenance. Shield toilets as required to ensure privacy, and do not lift while occupied.
2. Provide facilities supplied with potable water for personnel involved in handling materials that require wash-up. Dispose of drainage properly.

E. Removal:

1. Completely remove temporary materials and equipment when their use is no longer required.
2. Clean and repair damage caused by temporary installations or used for temporary facilities.
3. Restore permanent facilities used for temporary services to original condition.

1.09 VEHICLE AND CONTRACTOR ACCESS AND TRAFFIC CONTROL

A. The Contractor shall be responsible for all traffic control, including municipal police services, at streets adjacent to the Project site, as required to provide safe access and egress for Owner and construction related vehicles. Provide and maintain a suitable means of access to the Contract Work areas as necessary for vehicles and equipment of all trades requiring such access.

B. The Contractor shall be responsible for all measures necessary to maintain public access and safety at all times to existing City of New Bedford property.

1.10 TEMPORARY PARKING

A. Parking for vehicles belonging to the Contractor, Subcontractors, or other personnel providing services included under the Work of this Contract shall be limited to within the Limit of Work line of this Project. Vehicle parking for all personnel providing services included under the Work of this Contract shall not be allowed elsewhere in the City of New Bedford, including but not limited to public streets or parking areas, without prior written authorization of the Owner.

1.11 SCAFFOLDING, LADDERS AND HOISTING FACILITIES

- A. The Contractor shall provide and maintain all temporary stairs, ramps, runways, chutes, ladders, staging, and hoists as required for proper execution of the Work in accordance with applicable requirements of Federal, State and Local Codes, except as otherwise indicated below. Provide means to safely enable access to all parts of Work by Architect, Owner or other such person authorized to inspect Work. Construction, installation, and maintenance of such equipment shall be Work in accordance with applicable requirements of Federal, State and Local Codes.
- B. If temporary hoisting equipment is to be anchored to, or supported by, building structure and/or related building construction, submit layout of equipment, loads involved, anchorage proposed and other pertinent data for review by the Structural Engineering Consultant prior to installation.
- C. Provide and maintain suitable means of travel between floor levels of building and to all roof levels for use by all Contractors and Workmen until permanent stair systems are installed and as required for proper execution of Work.

1.12 TEMPORARY BARRICADES AND ENCLOSURES

- A. Provide temporary enclosure where indicated and where reasonably required to ensure adequate Workmanship and protection from weather and unsatisfactory ambient conditions for the Work, including enclosure where temporary heat is used. Provide fire-retardant treated lumber and plywood. Provide tarpaulins with UL label and flame spread of 15 or less; provide translucent type (nylon reinforced polyethylene) where daylighting of enclosed workspace would be beneficial for Workmanship, and reduce use of temporary lighting. Enclosures visible to building exterior shall be painted with the color designated by the Owner.
  - 1. Provide protection at all times, against rain, snow, wind, storms, and at the end of each day's Work cover all new Work subject to damage. Work damaged by failure to provide such protection shall be removed and replaced at no additional cost to the Owner.
  - 2. Provide barricades as required for traffic control at streets adjacent to the Project site, as required to provide safe access and egress for Owner and construction related vehicles.
  - 3. Provide protection as required to prevent existing site and/or building flooding.

1.13 SECURITY AND PROTECTION PROVISIONS

- A. Temporary security and protection provisions required shall include, but not be limited to, guard rails, fire protection, barricades, warning signs/lights, enclosed fence, sidewalk bridges, building enclosure/lockup, theft protection, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.
  - 1. Provide types, sizes, numbers and locations of fire extinguishers, as would be reasonably effective in extinguishing fires during early stages, by personnel at project site (minimum 2 per floor of each building). Provide type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.
    - a. Complete each new permanent fire protection system and facility at earliest reasonable date, and make ready for emergency use, and instruct personnel at site on availability and proper use.
    - b. Perform torch cutting and welding operations only when approved by the Contractor. Provide chemical extinguishers at all locations where such Work is in progress.
    - c. Maintain a fire watch of the interior and exterior of the facility for at least one hour after the Project's daily quitting time when the following activities have been done: torching, welding or other activities capable of starting combustion.

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1.14 ENVIRONMENTAL PROCEDURES

- A. There are accessible and inaccessible asbestos containing materials (ACM) in the existing building. ACM affected by the demolition project are included under this contract. The Abatement/Demolition Contractor "Demolition Contractor" shall perform all required scope. The Demolition Contractor shall formally notify each subcontractor that there are ACM existing in the building. Hidden ACM may only be found during demolition. Refer to and comply with requirements of, Section 01 35 43 – Environmental Procedures and Section 02 28 20 – Asbestos Remediation.

1.15 DUST AND NOISE CONTROL

- A. Provide and maintain throughout the conduct of the Work of this Project, the following measures necessary to control and reduce emission of airborne dust, and prevent contamination of exterior surfaces at adjacent public and private properties, or otherwise creating a nuisance to the Owner or adjacent properties.

1. Periodic dosing with water or other approved dust control materials of site access roads during periods of extended heat or dry weather, as determined by the Architect
  - a. Sufficiently wet construction materials with a fine spray or sprinkling of water during removal, cutting or other handling to reduce the emission of airborne dust. On Workdays this is to be done a minimum of four (4) times per day. On Sundays and Saturdays, it is to be one (1) time per day, 24 hours maximum after last Workday watering and 24 hours between each weekend watering.
2. Covering with heavy duty tarps, or other approved protection, of all on-site stockpiles of loam and fill
3. Installation of crushed rock dust traps at all transition points from dirt to asphalt
4. Street sweeping of all public ways located within a distance of 500 feet from the Limit of Work line, as required to maintain all areas clean and free of dirt, mud, and debris at all times.
5. The Contractor shall include the cost to comply with the above requirements in a separate line item included in the Schedule of Values provided in accordance with the Contract Documents

- B. The Contractor shall use every effort and every means possible to minimize noise caused by his operations, which the Architect, the Owner's Representative, Owner, or governing authorities may consider objectionable. The noise levels on the construction site will be controlled so that at no time will the noise level measured at the Limit of Work line shall exceed 70dB. The General Contractor shall provide Working machinery and equipment equipped with suitable mufflers and sound-deadening panels in accordance with the latest edition of the OSHA regulations. Compressors shall be equipped with silencers or mufflers on intake and exhaust lines. Wherever practical electricity shall be used for power to reduce noise. Dumping bins, hoppers and trucks used for disposal shall be lined with wood or other sound deadening material if required. Where required agencies have jurisdiction, certain noise-producing Work may have to be performed during specified periods only, further; the Contractor and Subcontractors are required to comply with all applicable regulations.

1. Prior to the start of construction, the Contractor shall submit to the Owner, the Owner's Representative and the Architect, a Noise Control Program for review where Work with high level of noise is anticipated to Work out plans to mitigate the noise impact.

1.16 RUBBISH REMOVAL

- A. All waste and debris caused by the Work of the Contract shall be stock piled and removed daily under the Work by General Contractor. Final removal from all parts of the building, site, and other Contract areas, and legal off-site disposal, of all waste and debris caused by the Work of the Contract shall be provided by the Contractor, in accordance with requirements of the Contract Documents, including Section 01 35 43 - Environmental Procedures and Section 02 28 20 - Asbestos Remediation.
- D. Burning or on site disposal of waste and debris caused by the Work of this Contract shall not be allowed.
- E. Areas for accumulation of construction waste and debris caused by the Work of this Contract shall be visually screened from public view.

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1.16 PROJECT SIGNAGE

- A. Provide other signs as required to provide directional information to construction personnel and visitors. Construct signs in an attractive manner utilizing rigid materials and crisp graphic lettering and pictorials acceptable to Architect. Install signs at appropriate locations.

1.17 SAFETY AND COOPERATION

- A. This project is subject to compliance with Public Law 91-596, "Occupied Safety and Health Act of 1970" (OSHA) and all amendments thereto, with respect to all rules and regulations pertinent to construction.
  - 1. The Work of this Contract shall be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday, and 9:00 AM and 4:00 PM on Saturday. Performance of the Work of this Contract shall not be allowed on Sunday or Holidays. Exceptions to the specified hours of Work will be allowed in the event of an emergency, in coordination with the Owner.
- B. The Contractor shall coordinate all Work and extend full cooperation to City of New Bedford personnel and the Work of other trades.
- C. The following rules and regulations will be required of Contractor, Subcontractor, or other personnel providing services included under the Work of this Contract. No deviation or exception will be permitted without the express written approval of the Owner. The Contractor shall take responsibility for ensuring all construction personnel adhere to and cooperate with the Owner in enforcing these responsibilities.
  - 1. All Workers must be properly, permanently and visually identified. The identification systems will be set up by the Owner and administered by the Contractor. Maintain an updated list of authorized Workers with Owner and notify the Owner of any change.

2. All Workers shall maintain their actions in a professional and workmanlike manner while at the Project site. Failure to comply with the following restrictions shall be grounds for permanent removal from the list of authorized workers, as described above. Worker restrictions include, but are not limited to, the following:
  - a. No abusive language
  - b. No littering
  - c. No lewd behavior
  - d. No conduct otherwise deemed unacceptable by the Owner or Architect
  - e. No smoking on City of New Bedford property
  - f. Consumption of alcoholic beverages on the job, or coming to Work in an intoxicated condition
  - g. Possessing or consuming illegal drugs or any other illegal substance while working on the Project
  - h. Using or removing Owner's or Subcontractors' possessions from the property without prior written authorization
  - i. Violating any state, federal or city statues, rules, regulations, and the like while working on the Project
  - j. Possessing firearms or explosives while Working on the Project
  - k. Using Project facilities for jobs other than specific assignments directly related to the Work of this Project
  - l. Physically abusing or harming an individual who Works at or visits the Project
  - m. Duplication of any keys used in the existing or new building without prior written authorization by the Owner
  - n. Providing building access at any time to anyone not directly working for the Contractor
  - o. Abusing, defacing, or destroying existing or new property of the Owner
  - p. Preventing access to any and all areas of the Project by the Owner, Architect and the Owner's Consultants.

**PART 2 - PRODUCTS** NOT USED

**PART 3 - EXECUTION** NOT USED

**END OF SECTION**

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

- A. Products, which include materials, equipment, and systems of assemblies of materials and equipment, shall conform to the requirements listed in each of Section of the Specifications or on the Drawings. Provide connections, fasteners, accessory materials, trim, finish and other accessories needed for proper use, function and appearance.

1. Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

- B. Nameplates: Except as other wise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed in occupied spaces or on exterior of the Work.

1. Labels: Locate required labels and stamps on a concealed surface, or where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings, and similar essential operating data. Locate nameplates on an easily accessed surface which in occupied spaces, is not conspicuous.

- C. Products are specified by:

1. The descriptive method: Listing qualities that they must possess
2. The reference standard method: Listing published product standards
3. The proprietary method: Listing one or more source names, which may include such information as name of manufacturer or fabricator, trade name, or catalog number
4. A combination of the above three.

- D. Where a reference standard is specified, the edition of the standard in the current governing building code shall be followed. Where the standard is not listed in the building code, follow the edition current with the issue date of these Specifications.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all of the Contract Documents for requirements which effect the Work of this Section.

- B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:

1. Section 01 00 00 - General Requirements
2. Section 01 26 00 - Contract Modification Procedures
3. Section 01 33 00 - Submittal Procedures
4. Section 01 35 43 - Environmental Procedures
5. Section 02 28 20 - Asbestos Remediation



1.04 PRECEDENCE: QUALITY, REFERENCE STANDARD, AND SOURCE

A. Qualities:

1. For the products specified by stated qualities or by the description, as well as by the reference standard or by the source, the specified qualities or description shall take precedence.
2. For a product specified only by stated qualities or by the description, provide materials, equipment or fabrications conforming to those qualities and description, suitable for the uses shown on the Drawings.

B. Reference Standards:

1. For product specified by reference to a published standard, as well as by the source, the reference standard shall take precedence over the source.
2. For a product described only by reference standard, provide material, equipment or fabrications conforming to that reference standard, suitable for the use shown on the Drawings.

C. Procedures for Selecting Products: Contractor's options for selecting products are limited to Contract document requirements and governing regulations and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects.

1.05 CONTRACTOR'S OPTION

A. Where an option (or choice) is specified, provide one or the other of the options. The choice of an option is the Contractor's. Where submittals are required, he shall state which option has been chosen by him.

B. For economy of drawing, only one option is usually shown on the Drawings. If another option is elected by the Contractor, he shall adjust details, dimensions and physical settings to conform. The Contractor will review adjustments and details with the Architect before implementation.

1.06 SPECIAL WARRANTIES AND SERVICE

A. In addition to the warranty and correction Work provisions of the General Conditions, provide the following as specified:

1. Special Warranties: A warranty or guarantee provide by the manufacturer, fabricator, supplier or installer and the Contractor providing specific representation of quality and fitness for a specific period of time. When also specified, a special warranty lists the actions the Contractor, his installer, supplier or manufacturer shall take to correct defective Work.
2. Service: Specific programs of service that a manufacturer, fabricator, supplier or installer and the Contractor will provide for a specific period of time. Service programs shall, as, specified, provide such Work as inspections, reports, parts, materials, and other products or Work needed to render the services.

B. The Architect and Owner reserve the right to not accept unrequested warranties and guarantees offered by the Contractor, his installers or suppliers.

C. Special warranties will not be required to cover failure from:

1. Hurricane, floods or acts of God;
2. Misuse or improper maintenance by the Owner;
3. Vandalism or misuse by the public after time of Substantial Completion.

D. When defective Work is corrected under the special warranty provisions, the warranty period shall be extended by the period of time between Substantial Completion and the correction of the Work.

#### 1.07 CERTIFICATION BY MANUFACTURERS OR INSTALLERS

A. Provide where specified, as a submittal, certification by the manufacturer or installer that the product and its method of installation are suitable for:

1. The type of construction and use of this product
2. For the New England climate
3. For the design intent expressed in the Contract Documents

#### 1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver handle and store products in accordance with manufacturer's recommendations and by methods which prevent damage, deterioration and loss, including theft.

B. Control delivery schedule to minimize long term storage of products at site and overcrowding of construction spaces. Provide delivery/installation coordination to ensure minimum holding or storage times for products that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

#### 1.09 NOT USED

#### 1.10 SUBMITTALS

A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures.

#### 1.11 SUBSTITUTION REQUEST PROCEDURE

A. For a period of 10 days after the start of Contract Time, the Architect will review written requests from the Contractor for changes in products, materials and methods of construction required by Contract Documents. These changes are considered request for "substitutions", and are subject to requirements hereof. Substitutions received after the 10 day commencement of Work may be considered rejected at the discretion of the Architect.

1. Work not defined as Substitutions: The requirements for substitutions do not apply to the following:
  - a. Specified Contractor options on products and construction methods.
  - b. Revisions to Contract Documents requested by Owner or Architect are "changes" not "substitutions".
  - c. Requested substitutions during bidding period, which have been accepted prior to Contract Date and included in Contract Documents.
  - d. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders, except as provided for in Contract Documents.

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- B. Requests for Substitutions: Submit 3 copies of substitution request form provided herein, fully identified for product or method being replaced by substitution, including related specification Section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected Work, cost information or, proposal, fabrication and installation procedures and Contractor's statement to the overall Work as a substitute to or -better-than Work originally indicated.
- C. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with the general intent of Contract Documents; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by the Architect. The review of substitution requests is an extra service of the Architect and the Construction Manager to the Owner, limited by the Owner's authorization of the Architect and the Construction Manager to perform such services. The Owner will charge the Contractor for the Architect's and the Construction Manager's processing of substitution requests, except when the Contractor can demonstrate that one of the following cases applies. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
1. When the indicated product or method cannot be provided within the approved progress schedule, but not as the result of the Contractor's failure to Contract, order, purchase, fabricate, prepare other Work, or coordinate the Work well in advance of need.
  2. When the indicated product or method is not compatible with other products or Work, cannot be coordinated or fit into Work, or will demonstrably have adverse effect on permanence, function or use of the Work.
  3. When the indicated product or method is not approved by public authorities.
  4. When the substitute request is made in response to a source specified as "Architect approved substitute".
  5. Compliance with requirements needed to obtain MA CHPS prerequisites and credits may be used as one criterion to evaluate substitution requests.

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**SUBSTITUTION REQUEST**

**SR**

Project: **INCINERATOR DEMOLITION**  
Owner: CITY OF NEW BEDFORD

To: RT Architecture LLC  
245 Shea Avenue  
Belchertown, MA 01007  
Attn: Mr. Rafal Toczko

From:  
Contractor:

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

1. Section of Specifications to which this request applies: \_\_\_\_\_  
6 digit Section number  
  
\_\_\_ Product data for proposed substitution is attached (description of product, reference standards, performance and test data).  
  
\_\_\_ Sample is attached                      \_\_\_ Sample will be sent if requested by Architect
2. Itemized comparison of proposed substitution with product specified.

ORIGINAL PRODUCT

SUBSTITUTION

Name, brand

Catalog No.

Manufacturer

Significant  
Variation

3. Unit cost of original product and proposed substitution. State whether cost is for \_\_\_\_\_ material only, or \_\_\_\_\_ material installed.  
  
Original Product: \$ \_\_\_\_\_ per \_\_\_\_\_ Substitution: \$ \_\_\_\_\_ per \_\_\_\_\_
4. Proposed change in Contract Sum:  
  
Credit to Owner: \_\_\_\_\_ Additional cost to Owner: \_\_\_\_\_
5. Proposed change in Contract Time:  
  
Reduce/Increase Contract time by \_\_\_\_\_ days.
6. Effect of the proposed substitute on other parts of the Work, or on other Contracts:
7. Reason for requesting substitution:

CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS:

I/we have investigated the proposed substitution. I/we

1. believe that it is equal or superior in all respects to the originally specified product, except as stated in 2. above;
2. will provide the same warranty as required in the General Conditions 4.1.5.;
3. will provide the same special warranty or guaranty as specified;
4. have included all cost data and cost implications of the proposed substitution;
5. will pay redesign and special inspection costs caused by the use of this product;
6. will pay additional costs to other Contractors caused by substitution;
7. will coordinate the incorporation of the proposed substitution in the Work;
8. will modify other parts of the Work as needed, to make all parts of the Work complete and functioning.
9. waive further claims for added cost to Contractor caused by the proposed substitution.

Contractor \_\_\_\_\_ Date \_\_\_\_\_

**ARCHITECT REVIEW AND ACTION**

- A. Provide more information in the following categories. Resubmit.
- B. Sign Contractor's Statement of Conformance. Resubmit.
- C. The proposed substitution is approved, with the following condition.
- D. The following changes will be made by change order:
  1. Addition/Deduction from the Contract Sum:
  2. Addition/Deduction from Contract Time:

Mount Vernon Group Architects \_\_\_\_\_

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

**END OF SECTION**

**SECTION 01 77 00**

**CONTRACT CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

- A. The Work of this Section includes, but is not limited to, the following:
  - 1. Supplementary instructions regarding preparation for Contract closeout, including Punch-List, prerequisites to Substantial Completion and Final Inspection, Substantial Completion, Affidavit in regard to liens, submittals of guarantees and other Documents and instruction to Owner's personnel.
  - 2. Specific requirements for individual units of Work are specified in Sections of the Specification. Time of closeout is directly related to "Substantial Completion" of the Work.
- B. Acceptance testing of Mechanical and Electrical Systems shall be in accordance with requirements of 780 CMR, Chapter 13, and specified requirements of the Contract Documents.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all of the Contract Documents for requirements which effect the Work of this Section.
- B. Other Specifications Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 33 00 - Submittal Procedures
  - 3. Section 01 35 43 - Environmental Procedures
  - 4. Section 01 60 00 - Product Requirements
  - 5. Section 02 28 20 - Asbestos Remediation

1.04 PUNCH-LIST AND FINAL INSPECTION

- A. In accordance with requirements of the General Conditions, when the Contractor considers the Work to be substantially complete, he/she shall notify the Owner in writing that the Work will be ready for final inspection on a definitive date which shall be stated in the notice. Such notice shall be given at least 10 days prior to the date stated for final inspection.
  - 1. Written notice shall also be given to Owner and Architect by the Contractor upon completion of any Work which was determined during the above referenced final inspection, to be incomplete, incorrect or unsatisfactory.
  - 2. On receipt of such notice from the Contractor, additional inspection(s) will be made until completion of all Contract requirements is effected.
- B. The Architect will review the Contractor's punchlist and verify Substantial Completion for the entire Work. Verification of Substantial Completion by the Architect is intended to be a final inspection of the Work to determine that the Work has been executed in accordance with requirements of the Contract Documents. Requests to the Architect by the Contractor for verification of Substantial Completion of incomplete Work, or prior to receipt by the Architect of the Contractor's punchlist, will not be honored.

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1.05 SUBSTANTIAL COMPLETION

- A. Upon determination of Substantial Completion for the entire Work, the Architect will prepare a Certification of Substantial Completion in accordance with requirements of the Contract Documents. Unless specifically provided otherwise by the Architect in the Certificate of Substantial Completion, the Contractor shall be responsible for providing full manufacturer warranties in accordance with requirements of individual trade Sections for specific product warranty requirements. As a result of the overlapping nature of Substantial Completion for the specified individual phases of the Work, the Contractor shall be responsible for providing manufacturer warranties, the Effective Starting Date of which, shall commence upon Substantial Completion of Phase 1D of the Work, as described in the Contract Documents. Warranties shall run for the warranty period indicated in the respective trade Section.
1. Upon written declaration of Substantial Completion by the Contractor, the Contractor shall show 100% completion for the entire Work, including supporting documentation of Substantial Completion in accordance with requirements of the Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

1.06 SUBMITTAL OF DOCUMENTS AND PROCEDURAL REQUIREMENTS

- A. At the "Substantial Completion Stage" of the Contract, the Contractor shall submit documentation certifying compliance with requirements of the Contract Documents, including Section 0135 43 – Environmental Procedures and Section 02 28 29 – Asbestos Remediation.
- B. Remove construction facilities and temporary controls, except those that are required to complete punch-list Work.
- C. At "Final Completion" the Contractor shall prepare closeout submittals and submit to the Architect prior to "Final Completion", allowing at least 15 Working days time for review.
1. Project record Documents marked with changes made during construction.
  2. Copy of approved shop drawings or installed drawings for all the Work.
  3. Project warranties (guarantees) and maintenance agreements, assembled in 3 ring binders.
  4. Spare parts neatly wrapped or packaged in standard sizes and clearly labeled.
  5. Certificate of insurance for products and completed operations.
  6. Consent of Surety to Final Payment.
  7. An affidavit that all bills and indebtedness connected with the Work has been paid.
  8. Typed list of Subcontractors and major Material Suppliers. (Shall include address, telephone number and name of individual to Contract regarding this project.
  9. Waivers of lien from all Subcontractors and suppliers, or bond satisfactory to the Owner indemnifying Owner against all liens or other claims.
  10. Proof that all taxes, fees and similar obligations have been paid.
  11. Additional change over information which may be required by Owner's lender and Owner's property insurer.
  12. Records of training sessions and videos for Owner's personnel to instruct them in the operation of equipment and controls, to document completion of training.
  13. Deliver tools, spare parts, extra stock, and similar items.
  14. Complete final clean-up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred and exposed finishes.
- D. Complete punch list items or, if acceptable to the Owner, furnish proposed schedule for completion and assurances that Work not completed and accepted will be completed without undue delay. The Architect will re-inspect the Work to determine whether it is complete.
- E. The Contractor shall complete all of the items stated in the Closeout Procedures within 10 calendar days of date of the Certificate of Substantial Completion. Failure to complete the closeout requirements within the allowed time frame shall require the Owner to charge back all costs of the Architect and other Consultants which the Owner requires for the completion of the project closeout. The Architect will process this by preparing a Final Change Order, reflecting adjustments to the Contract Sum not previously made by other Change Orders.

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1.07 AFFIDAVIT IN REGARD TO LIENS

- A. A valid "Contractor's Affidavit in regard to Liens", which certifies the following, must be submitted with "Request For Final Payment".
1. The undersigned hereby certifies that all Work required under the above Contract has been performed in accordance with the terms thereof, that all material, men, Subcontractors, mechanics and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
  2. The undersigned further certifies that to the best of his knowledge or belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, Subcontractors or the public at large arising out of the performance of the Contract, or any suits or claims for any other damage of any kind, nature or description which might constitute a lien upon the property of the Owner.
  3. Contractor shall provide a written guarantee in a form acceptable to the Owner and Architect at Substantial Completion.

1.11 FINAL INSPECTION

- A. Before requesting final inspection for certification of final acceptance and final payment, complete the following: List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and complete operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Architects final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
  4. Submit final meter readings, if any, for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for correcting elements of the Work.
  5. Submit consent of surety to final payment.
  6. Submit final liquidated damages settlement statement.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

**PART 2 - PRODUCTS** NOT USED

**PART 3 - EXECUTION** NOT USED

**END OF SECTION**



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**SECTION 01 78 39**

**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

**1.02 DESCRIPTION OF WORK**

- A. The Work of this Section shall include, but not be limited to, maintaining at the site for the Building Superintendent one record copy of the following:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. Architect's Field Orders or written instructions
  - 6. Approved Shop Drawings, Product Data and Samples
  - 7. Field Test Records

**1.03 RELATED WORK SPECIFIED ELSEWHERE**

- A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 26 00 - Contract Modification Procedures
  - 3. Section 01 35 43 - Environmental Procedures
  - 4. Section 01 77 00 - Contract Closeout Procedures
  - 5. Section 02 28 20 - Asbestos Remediation

**1.04 GENERAL REQUIREMENTS**

- A. Provide all necessary equipment, including but not limited to, lockable files, racks, and secure storage as required to maintain storage of documents and samples in a clean, dry, legible condition and in good order.
- B. Documents and samples shall be filed in accordance with data Filing Format of the Uniform Construction Index.
- C. Record Documents shall not be used for construction purposes.
- D. Make Documents and samples available at all times for inspection by Architect/Engineer.
- E. Provide felt tip marking pens for recording information in the color code designated by the Architect.

**1.05 RECORDING**

- A. Label each document "PROJECT RECORD" in neat large printed letters located in the bottom right hand corner.
- B. Record information concurrently with construction progress.
  - 1. Do not conceal any Work until required information is recorded.

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- C. Drawings shall be legibly mark daily to record actual construction, as follows:
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the structure.
  - 3. Field changes of dimensions and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract drawings.
  - 6. Record Drawings shall be updated each Working day. Monthly pay requisitions shall not be processed if record drawings are not up to date.
- D. Individual Specification Sections and Contract Document Addenda shall be legibly marked to record the following:
  - 1. Manufacturer, trade name, catalogue number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Field Order or by Change Order.

**1.06 SUBMITTALS**

- A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures.
- B. Prior to Contractor claim of Substantial Completion for specified phases of the Work and the entire Work, the Contractor shall deliver Record Documents to the Architect for review and approval.
- C. Upon receipt of approval of Record Documents from the Architect, the Contractor and Subcontractors shall transfer the as-built information shown on the Record Drawings onto compact disc, in a format compatible with equipment and programs provided under the Work of Section 01 50 00 – Temporary Facilities and Controls, or as otherwise required by the Owner.
- D. Submission of accurate record drawings and their approval shall be a condition precedent to final payment.
- E. Submittals of Record Documents shall be accompanied with transmittal letter in duplicate, containing the following information:
  - 1. Date
  - 2. Title and number of each Record Document
  - 3. Signature of the Contractor or his authorized representative

**1.07 OPERATIONS AND MAINTENANCE MANUALS**

- A. Prior to Contractor claim of Substantial Completion for specified phases of the Work and the entire Work, submit Operation and Maintenance (O&M) manuals to the Architect for review. Generally, include operation and maintenance information for all items of equipment, and maintenance information for all products which may require special care, such as carpet and special finishes, whether or not a submittal is specifically required by the technical Sections of these specifications.
  - 1. Include complete schematic, electrical and connection diagrams for each item of equipment.
  - 2. Include instructions for installation, start-up. Operation, inspections, maintenance, parts lists and data sheets.
  - 3. On manufacturer's printed literature, where the literature covers more than one model, indicate by check mark or circle in ink the correct model number and data for the model number.
- B. Arrange manuals, instruction books, diagrams, etc. in the order and manner prescribed by the Owner. In the absence of other instructions from the Owner, organize the operation and maintenance manuals as described in this Article.
- C. Bind instruction books in hard durable covers supplied by the manufacturer, or in 3-ring binders with vinyl covers.
  - 1. Identify each volume on front and spine with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS," title of Projects, identity of subject matter covered in each particular volume.
  - 2. Inside cover and Title Page shall repeat information on the cover and identify the General Contractor, name of responsible principal, address and telephone number.

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3. Provide Table of Contents for each volume, arranged in systematic order, neatly type written. Organize information by systems, following the sequence of the table of contents of the Project Manual.
  4. Separate products and systems within the binder by tabbed and labeled dividers.
  5. For each item or system, Include the name, address and phone number of the Subcontractor who furnished and/or installed the equipment, the name(s) and telephone numbers of the Subcontractor's representative to be contacted in the event of an emergency, and the name, address and phone number of the nearest service facility authorized by the manufacturer.
- D. Require each manufacturer to prepare/provide information on its own products. In those instances where equipment or controls are job-assembled by a Subcontractor, then require that the Subcontractor prepare maintenance instructions.
- E. Information for complex systems, such as elevators and handicap lifts, may be separately bound. Include a tabbed divider for the system and insert a page directing the reader to the separate volume, or include a clear cross reference in the table of contents.
- F. Submit one review copy of the fully compiled data in final form. The Architect will review the copy and return it with comments. Upon receipt of approval of O&M Manuals from the Architect and OPM, the Contractor and Subcontractors shall resubmit one (1) corrected and bound hard copies, and three (3) electronic disk copies in a format compatible with equipment and programs provided under the Work of Section 01 50 00 – Temporary Facilities and Controls.
- 1.08 WARRANTIES AND GUARANTEES
- A. Prior to Contractor claim of Substantial Completion for specified phases of the Work and the entire Work, assemble two (2) executed copies of each warranty, bond, and service and maintenance Contract required for the project. Warranties are specified in the respective trade Sections of the specifications.
- B. Bind these in 3-ring loose leaf binders with vinyl covers
1. Identify each volume on front and spine with typed or printed title "WARRANTIES," title of Projects, identity of subject matter covered in each particular volume.
  2. Inside cover and Title Page shall repeat information on the cover and identify the General Contractor, name of responsible principal, address and telephone number.
  3. Table of contents: For each volume, arrange in systematic order, neatly type written.
- C. For items of Work delayed beyond Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- 1.09 SPARE PARTS AND MAINTENANCE MATERIALS
- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location directed. Obtain receipt prior to final payment.

**PART 2 - PRODUCTS** NOT USED

**PART 3 - EXECUTION** NOT USED

**END OF SECTION**

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## SECTION 02 28 20 - ASBESTOS REMEDIATION

### 1.1 GENERAL PROVISIONS

- A. General Conditions, Supplementary Conditions and applicable parts of Division 1 form a part of this specification and the Contractor shall consult them in detail for instructions.
- B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

### 1.2 DESCRIPTION OF WORK

- A. The work includes the complete removal and disposal of all ACM as indicated in Part 3 of this Section.

### 1.3 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods and services referenced in or related to this Section shall also be bound by the documents identified in Division 00 Bidding and Contract Requirements and Division 01 General Requirements.

### 1.4 POTENTIAL ASBESTOS HAZARD & DEBRIS

- A. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all buildings occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.
- B. If the Contractor failed to comply with the requirements of the specifications, the Owner's Representative (Project Monitor) may present a written stop of work order. The Contractor must immediately and automatically stop all work until authorized in writing by the Project Monitor to commence work. All costs related to delays shall be at the Contractor's expense.

### 1.5 DEFINITIONS

- A. Abatement: Procedures to control fiber release. Includes encapsulation, enclosure, and removal.
- B. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- C. Area Monitoring: Sampling of asbestos fiber concentrations within the asbestos control area and outside the asbestos control area, which is representative of the airborne concentrations of asbestos fibers, which may reach the breathing zone.
- D. Asbestos: The name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure are incombustible and are separable into fibers. Asbestos includes Chrysotile, Crocidolite, Amosite, Anthophyllite, and Actinolite.

- E. ACM: Any material containing 1% or greater by weight of asbestos of any type or mixture of types. State laws may vary in their definition of asbestos containing material.
- F. Critical Barrier: A solid, asbestos impermeable partition erected so as to constitute a work area closure; the outer perimeter of an asbestos work area, usually erected across corridors or other open spaces to complete containment.
- G. Designer: Commonwealth of Massachusetts licensed Designer Ammar Dieb, Universal Environmental Consultants (AD-900326).
- H. Enclosure: All herein specified procedures necessary to complete enclosure of all ACM behind air-tight, impermeable, permanent barriers.
- I. Friable Asbestos Material: Material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- J. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- K. Project Monitor: A Project Monitor certified in the Commonwealth of Massachusetts to perform air monitoring.
- L. Removal: All herein specified procedures necessary to strip all ACM from the designated areas and to dispose of these materials at an acceptable site.
- M. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- N. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- O. Wet Cleaning: The process of eliminating asbestos contamination from buildings surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.
- P. Work Area: Any area indicated on the Drawings as asbestos abatement areas or as areas containing friable asbestos material.

#### 1.6 CONTRACTOR'S USE OF THE EXISTING BUILDINGS

- A. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials, unless authorized in writing by the Owner.
- B. Smoking or open fires will not be permitted within the building's enclosure or on the premises.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Provide a full time Supervisor with all appropriate state licenses, who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for buildings and personnel, disposal procedures. This person is the Competent Person as required by 29 CFR 1926 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state, and local regulations, particularly those relating to asbestos. This person shall have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two years on the job training and meet all additional requirements set forth in 29 CFR 1926 for a Competent Person.
- B. The Site Supervisor must be certified by the State of Massachusetts.

1.8 SPECIAL REPORTS

- A. Except as otherwise submit special reports directly to the Project Monitor within one day of occurrence requiring special report, with copies to all others affected by the occurrence.
- B. When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into work areas), prepare and submit a special report listing date and time of event, chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise the Project Monitor in advance at earliest possible date.

1.9 SUBMITTALS

- A. No work shall commence until the Contractor submit a completed set of submittals not less 10-working days prior to commencement of the work. The submittals shall include the following:
  - 1. Submit all licenses and certification required.
  - 2. Submit written evidence that the landfill to be used for disposal of asbestos is approved for disposal of asbestos by the EPA.
  - 3. Submit all required items previously listed.
  - 4. Secure necessary permits in conjunction with asbestos removal, hauling, and disposition and provide timely notification as may be required by federal, state, regional, and local authorities. Notify the Department of Environmental Protection (DEP) and the Massachusetts Department of Labor and Standards (DLS) and provide copies of the notification.
  - 5. Notify the local fire, police, and Health Departments, in writing, of proposed asbestos abatement work. Advise the fire department of the nature of the asbestos abatement work, and the necessity that all firefighting personnel who may enter the work site in the case of fire wear self-contained breathing apparatus. Provide one copy of the notices.
  - 6. Submit proof that all required permits, site location, and arrangements for transport and disposal of asbestos containing or contaminated materials, supplies, and the like have been obtained.
  - 7. The Contractor shall submit a plan for managing the waste including all collection, storage, disposal, and decontamination practices/waste disposal.
  - 8. Submit medical examinations for all employees in accordance with 29CFR 1926.1101 (m). All employees hired by the Asbestos Contractor after start of work shall have medical examinations in accordance with this paragraph before being put to work.
  - 9. Provide MSDS for all used products on this Project.



1.10 PERMIT AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. The Contractor must maintain current certificates of training, licenses, or registrations pursuant to OSHA, MADEP and EPA regulations for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos waste.

1.11 SAFETY COMPLIANCE

- A. Comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials.
- B. Comply with the applicable requirements of the current issue of 29CFR 1926.1101 and 40CFR 61, Subparts A and B. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work.

1.12 PERSONNEL PROTECTION

- A. Prior to commencement of work, workers shall be instructed in and shall be knowledgeable of the hazards of asbestos exposure; use and fitting of respirators; use of showers; entry and exit from work areas, and all aspects of work procedures and protective measures.
- B. All abatement workers shall receive training and shall be accredited as required by 40 CFR 763.90(g). Training and accreditation shall be in accordance with 40 CFR 763, Appendix C to Subpart E. Training shall also be provided to meet the requirements of OSHA Regulations contained in 29 CFR 1926.
- C. Maintain complete and accurate records of employee's medical examinations, during employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of OSHA, the Director of The National Institute for Occupation Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.
- D. Provide personnel exposed to concentrations of asbestos fibers with fire retardant disposable protective whole-body clothing, head coverings, gloves, and foot coverings. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Contractor shall require and monitor the use of complete protective clothing. A competent person designated by the Asbestos Contractor in accordance with 29CFR 1926.1101 shall periodically examine protective clothing worn by employees in the work area for rips or tears.
- E. Provide goggles to personnel engaged in asbestos operations when the use of a full-face respirator is not required.
- F. Provide all persons with personally issued and marked respiratory equipment approved by NIOSH and OSHA. The appropriate respiratory protection shall be selected according to the most recent Massachusetts regulations.

- G. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. All personal wearing negative pressure respirators shall have respirator fit tests within the last six months and signed statements shall be available.

#### 1.13 REFERENCE STANDARDS

- A. Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Requirements of this Section shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified. Where conflict among requirements or with this Section exists, the more stringent requirements shall apply.
- B. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- C. U.S. Environmental Protection Agency (EPA) requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- C. U.S. Department of Environmental Protection (DEP) 310 CMR 7.15 and the Massachusetts Department of Labor and Standards (DLS) 454 CMR 28.

#### 1.14 REPORTING

- A. Maintain on site a daily log documenting the dates and time of the following items, as well as other significant events:
  - 1. Minutes of meetings: purpose, attendees, and brief discussion
  - 2. Visitations: authorized and unauthorized
  - 3. Personnel: by name, entering and leaving the work area
  - 4. Special or unusual events
  - 5. Personnel air monitoring tests and results
- B. Documentation with confirmation signature of the Project Monitor of the following:
  - 1. Inspection of work area preparation prior to start of removal and daily thereafter.
  - 2. Removal of any polyethylene barriers.
  - 3. Removal of waste materials from work area and transport and disposal at approved site.
  - 4. Decontamination of equipment.
  - 5. Waste Shipment Records. No final payment will be approved until all above documents have been submitted.
- C. Provide two bound copies of this log to the Project Monitor with the application for final payment.

#### 1.15 AIR MONITORING

- A. Throughout the entire removal and cleaning operations, air monitoring may be conducted to ensure that the Contractor is complying with the EPA and OSHA regulations and any applicable state and local government regulations. The Owner will provide a Project Monitor (Universal Environmental Consultants) to take air samples at the job site at no cost to the Asbestos Contractor.
- B. The purpose of the Project Monitor's air monitoring will be to detect faults in the work area isolation such as:
  - 1. Contamination of the buildings outside of the work area with airborne asbestos fibers,
  - 2. Failure of filtration or rupture in the negative pressure system,

3. Contamination of the exterior of the buildings with airborne asbestos fibers.
  4. Should any of the above occur the Asbestos Contractor should immediately cease asbestos abatement activities until the fault is corrected! Work shall not recommence until authorized by the Project Monitor.
- C. The Asbestos Contractor shall be responsible for providing his/her own personnel monitoring within the work area as required to meeting CFR 1926.1101.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Plastic Sheet: 6 mil minimum thickness, unless otherwise specified, in sizes to minimize the frequency of joints.
- B. Tape: Capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Provide tape, which minimizes damage to surface finishes. The Contractor shall repair any damage caused.
- C. Cleaning Materials: Use materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. Fire Stop Foam: Use combination fire stop foam and fire stop sealant equivalent to Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant at all wall openings found above the ceiling system. Material shall be applied in accordance with manufacturer's recommendations.
- E. Encapsulant (Wetting Agent): 50% polyoxyethylene ether and 50% polyoxyethylene ester, or equivalent, and mixed with water to provide a concentration of one-ounce surfactant to 5 gallons of water.
- F. Impermeable Containers: Suitable to receive and retain any asbestos containing or contaminated materials until disposal at an approved site. Containers must be both air and watertight.
- G. Provide metal or fiber drums with tightly fitting lids and double thickness 6 mil plastic bags capable of being sealed and sized to fit within the drums.

### 2.2 EQUIPMENT

- A. Supply the required number of asbestos air filtration units to the site in accordance with these specifications.

### 2.3 DANGER SIGNS AND LABELS

- A. Display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.010 fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.

- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Project Monitor. Sign shall meet the requirements of 29CFR 1926.1101(k) (7). A sample of the signs to be used shall be submitted to the Project Monitor for approval prior to beginning work area preparation.
- C. Affix danger labels to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers.

#### 2.4 PERSONNEL DECONTAMINATION UNIT

- A. Prior to any asbestos abatement work, including placement of plastic on walls that will contact or disturb asbestos containing surfaces, or removal of light fixtures or any items on asbestos containing surfaces, construct a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose.
- B. Build suitable framing or use existing rooms, with the Project Monitor written approval, connected with framed in tunnels if necessary; line with 6 mil plastic; seal with tape at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. Decontamination units and access tunnels constructed outside shall be constructed with tops made of 5/8" plywood or approved equal. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases, access between any two rooms within the decontamination enclosure systems shall be through a curtained doorway.
- C. Provide a changing (clean) room for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Clean Room and the rest of the buildings. Locate so that access to work area from Clean Room is through Shower Room. Separate Clean Room from the buildings by a sheet polyethylene flapped doorway.
- D. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.
- E. An existing room may be utilized as the changing room if it is suitably located and of a configuration whereby workmen may enter the Clean Room directly from the Shower Room. Protect all surfaces of room with sheet plastic. Authorization for this shall be obtained from the Project Monitor in writing prior to start of construction.
  - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in Changing Room.
  - 2. Damp-wipe all surfaces twice after each shift change with a disinfectant solution.
  - 3. Provide a continuously adequate supply of disposable bath towels.
  - 4. Provide posted information for all emergency phone numbers and procedures.
  - 5. Provide 1 storage locker per employee.
  - 6. Provide all other components indicated on the Contract drawings.
- F. Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

- G. Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.
  - 1. Separate this room from the rest of the buildings with airtight walls fabricated of 6-mil polyethylene.
  - 2. Separate this room from the Clean and Equipment Rooms with airtight walls fabricated of 6-mil polyethylene.
  - 3. Provide showerhead and controls.
  - 4. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
  - 5. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.
  - 6. Arrange so that water from showering does not splash into the Clean or Equipment Rooms.
  - 7. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.
  - 8. Provide flexible hose shower head.
  - 9. Pump wastewater to drain and provide 20 micron and 5-micron wastewater filters in line to drain or wastewater storage. Locate filter hose inside shower unit so that water lost during filter changes is caught by shower pan and pumped to exterior filtering system.
  
- H. Provide equipment room for contaminated area; work equipment, footwear and additional contaminated work clothing are to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene flap doorway.
  - 1. Separate this room from the rest of the buildings with airtight walls fabricated of 6-mil polyethylene.
  - 2. Separate this room from the Shower Room and work area with airtight walls fabricated of 6-mil polyethylene.
  
- I. Separate work area from the equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, add an intermediate cleaning space between the Equipment room and the work area.

## 2.5 EQUIPMENT DECONTAMINATION UNITS

- A. In areas with only one access, it may be impossible to utilize a separate Equipment Decontamination Unit. In this case, all equipment and waste materials will exit through the Personnel Decontamination Chambers.
  
- B. When two accesses to the work area are available, provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Washroom for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.
  
- C. Provide an enclosed shower unit located in work area just outside Washroom as an equipment, bag, and container cleaning station.
  
- D. Provide Washroom for cleaning of bagged or containered asbestos containing waste materials passed from the work area. Construct Washroom of 2 by 4-inch (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that packaged materials, after being wiped clean can be passed to the Holding Room. Separate this room from the work area by flaps of 6-mil polyethylene sheeting, or rigid self-closing doors.

- E. Provide Holding Room as a drop location for bagged ACM passed from the Washroom. Construct Holding Room of 2 by 4-inch (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that bagged materials cannot be passed from the Washroom through the Holding Room to the Clean Room.
- F. Provide Clean Room to isolate the Holding Room from the building's exterior. Construct Clean Room of wood framing and polyethylene sheeting, at least 6-mil in thickness and locate to provide access to the Holding Room from the building's exterior. Separate this room from the exterior by flaps of 6 mil polyethylene sheeting, or rigid self-closing doors.

**PART 3 - EXECUTION**

**3.1 SCOPE OF WORK**

Asbestos abatement is scheduled to be performed in one phase. It is the asbestos contractor's responsibility to comply with the phasing schedule. All friable ACM including contaminated water will have to be removed prior to demolition. Once completed, the building will be demolished via a Non-Traditional Abatement Plan to be prepared by UEC.

LOCATION	TYPE OF MATERIAL	APPROXIMATE QUANTITY
Throughout	Pipe and Hard Joint Insulation	1,800 LF
	9" x 9" Vinyl Floor Tile	5,300 SF
Incinerator Room	Incinerators	2 Total
Various Locations	Interior Windows	4 Total
	Transite Exhaust Pipe	100 LF
First Floor Area	Total De-Contamination	4,000 SF
Second Floor Area	Total De-Contamination	4,000 SF
Third Floor Area	Total De-Contamination	4,000 SF
Basement Area	Total De-Contamination	4,000 SF
Exterior	Windows	100 Total
	Window Flashing	50 LF
	Doors	2 Total
	Unit Vent Grille	1 Total
	Roofing Debris	1,000 SF
	Interior/Exterior Siding/Caulking	26,000 SF

**Specific Notes:**

1. All quantities are approximate. It is the Asbestos Contractor's responsibility to inspect the site and confirm condition and quantities prior to the submission of his/her bid package.
2. Remove and dispose as ACM of all pipe and hard joint insulation and all debris.
3. Dismantle, remove, and properly dispose of the incinerators.
4. Remove and dispose as ACM of all types of flooring materials listed above, including but not limited to carpet, vinyl floor tiles, resilient vinyl baseboard, treads, transition strips, leveling compound and mastic

under all above items. Multiple layers of flooring material might be found, and quantities listed above are for the entire size of the areas. The Contractor shall remove all layers at no additional cost to the owner.

5. Remove and dispose as ACM of transited exhaust pipe.
6. Perform as needed demolition to access all ACM.
7. Perform total decontamination of all floors. Properly dispose of the waste.
8. Remove and properly dispose of the interior and exterior siding and all related attachment including but not limited to panels, adhesive, insulation, caulking, and other related building material. Caulking was found to contain asbestos and was assumed to contain >1ppm of PCB's.
9. Remove and properly dispose of interior and exterior windows, curtain walls system, including but not limited to screens, windows, panels, glass, glass blocks, frames, sash, casings, sills, louvers, unit vents grille, shims, fasteners, anchors, sealant, flashing, transite panels including within soffits and other related items. Caulking was found to contain asbestos and was assumed to contain >1ppm of PCB's.
10. Remove and properly dispose of window flashing. Refer to section 01 35 43.
11. Remove and dispose as ACM of all roofing debris and 2' deep of soil within 10' around the perimeter of the building.
12. Remove and dispose as ACM of transite and ACM insulated pipe and debris that might be found during excavation/demolition. The Demolition Contractor will perform excavation as needed to expose the pipe. The asbestos contractor will be required to perform additional excavation (if needed) to remove the ACM.

### 3.2 JOB CONDITIONS

- A. Do not commence asbestos abatement work until:
  1. Arrangements have been made for disposal of waste at an acceptable site.
  2. Arrangements have been made for containing and disposal of wastewater resulting from wet stripping or filtering through a 5-micron filter.
- B. All materials resulting from abatement work, except as specified otherwise shall become the property of the Asbestos Contractor and shall be disposed of as specified herein.

### 3.3 INSPECTION AND PREPARATION

- A. Examine the areas under which asbestos will be abated and notify the Project Monitor in writing of conditions detrimental to the proper and timely completion of the work.
- B. Before any work commences, post danger signs in and around the Work Area to comply with 29CFR 1926.1101 (k) (7) as required by federal and state regulations, and as specified herein.
- C. All materials resulting from demolition work, except as specified otherwise shall become the property of the Contractor and shall be disposed of as specified herein.
- D. Pre-clean all areas prior to setting up containment and remove all visible ACM debris.
- E. Clean all route areas from the work areas leading to the dumpster and or trucks.

### 3.4 WORK PROCEDURE

- A. Perform asbestos related work in accordance with 29CFR 1926.1101 and as specified herein. Use wet removal procedures. Personnel shall wear and utilize protective clothing and equipment as specified herein. Personnel of other trades not engaged in the removal and demolition of asbestos shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection provisions of this specification are complied with by the trade personnel. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described hereinafter.

- B. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in the Clean Change Room and put on a respirator and clean protective clothing before entering the equipment room or the work area. All workers shall remove gross contamination before leaving the work area. All clothing (coveralls, head covers, boots) shall be removed and properly disposed of before leaving equipment room. With the exception of bathing suites and respirators, the workers shall proceed to the Shower Room. Under the shower, respirators shall be removed and cleaned. Cleaned respirators shall be placed in suitable clean plastic bags and carried by employees to Clean Room. Soap, towels shall be furnished by the Asbestos Contractor. The Asbestos Contractor shall maintain proper sanitary conditions. The Asbestos Contractor's designated competent person shall insure that these practices are being adhered to.
- C. Following showering and drying off, each worker and authorized visitor shall dispose of towels as contaminated waste and proceed directly to the Clean Change Room and dress in clean clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the Clean Change Room, each worker and authorized visitor shall put on the applicable respirator and shall dress in clean protective clothing. Contaminated work footwear shall be stored in the equipment room when not in use in the work area.
- D. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or double bag for use at next site.
- E. Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated materials and until final cleanup is completed. This includes the removal of any equipment in contact with ACM such as lights, HVAC grills.

### 3.5 PREPARATION OF THE WORK AREA

- A. Seal off the work area by sealing large openings such as open doors with a critical barrier. The critical barrier shall constitute the outermost boundary of the asbestos abatement project work area. Plastic sheeting on open framing is not a suitable critical barrier.
- B. Prior to any asbestos abatement work, clean the proposed work areas using HEPA filtered vacuum equipment and wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters will not be permitted. Dispose of all cloths, which are used for cleaning as contaminated waste.
- C. Place all tools, scaffolding, staging necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
- D. Shut down electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Provide 24-volt safety lighting and provide ground-fault interrupter circuits as power source for lights and electrical equipment.
- E. Seal off all openings, including but not limited to corridors, doorways, windows, skylights, ducts, grills, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting and sealed with tape.



- F. Prior to any abatement activities seal all floor and ceiling openings or penetrations that have not already been sealed. This includes penetrations through ceiling and floor slabs, both empty holes and holes accommodating items such as cables, pipes, ducts, conduit and expansion joints in floors and wall and floor slab assemblies.
- G. Use combination fire stop foam and fire stop sealant equivalent to Dow Corning Fire Stop Foam and Dow Corning Fire Stop Sealant at all walls opening found above the ceiling system. Material shall be applied in accordance with manufacturer's recommendations.
- H. Maintain emergency and fire exits from the work areas or establish alternative exits satisfactory to the local fire officials. Coordinate work with local fire and police departments, and Project Monitor.
- I. Shut down and isolate heating, cooling, ventilating air systems in the contaminated areas to prevent contamination and fiber dispersal to other areas of the structure. During the work, seal vents within the work area with solid barriers, such as plywood and tape and plastic sheeting, or as indicated on the drawings.
- J. Before work is begun, clean all items, which can be removed without disrupting the asbestos material. Pre-clean movable furniture, [carpeting, clocks, speakers, books, and other objects] within the proposed areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate; remove such objects from work areas to a temporary location.
- K. Pre-clean non-removable furniture, book shelving, equipment, heat fans, fire alarms, pipes, ductwork, wires and conduits, lockers, skylights, speakers, and other fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and wet cleaning methods as appropriate prior to abatement activities, and enclose with minimum 6 mil plastic sheeting sealed with tape.
- L. The Asbestos Contractor should supply an asbestos certified plumber to be available should any questions or problems arise inside a containment.

### 3.6 MAINTENANCE OF ENCLOSURE SYSTEMS

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period.
- B. Use smoke methods to test effectiveness of barriers in the presence of the Project Monitor.

### 3.7 CONTROL ACCESS

- A. Permit access to the work area only through the Decontamination Unit. All other means of access shall be closed off, warning signs displayed on the clean side of the sealed access.
- B. Large openings such as open doorways and passageways shall be sealed as a critical barrier.
- C. Plastic sheeting on open framing is not a suitable critical barrier. All cracks, seams, and openings in critical barriers shall be caulked or otherwise sealed, so as to prevent the movement of asbestos fibers out.

### 3.8 ISOLATION OF WORK AREA

- A. Completely separate the work area from other portions of the buildings, and the outside by sheet plastic barriers at least 6 mil in thickness, or by sealing with duct tape.

- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area with duct tape alone or with polyethylene sheeting at least 6-mil in thickness, taped securely in place with duct tape. Maintain seal until all work including work area decontamination is completed. All lighting fixtures shall have had power shut off.
- C. Provide sheet plastic barriers at least 6 mil in thickness as required to completed seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape.

### 3.9 COVERING OF FLOOR AND WALL SURFACES

- A. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning prior to being moved or covered. All equipment, furniture in work area is to be deemed contaminated unless specifically declared as uncontaminated on the Drawings or in writing by the Project Monitor. Clean all surfaces in work area with a HEPA filtered vacuum or by wet wiping prior to the installation of any sheet plastic.
- B. Cover floor of work area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form sharp right angle-bend at junction of floor and wall so that there is no radius, which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
- C. Remove all general construction items such as cabinets, casework, doors and window trim, moldings, ceilings, trim which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall, unless otherwise indicated, all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.
- D. Cover all walls in work area with two (2) layers of polyethylene sheeting, at least 6- mil in thickness, mechanically supported and sealed with duct tape. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Project Monitor. There shall be no seams in the plastic sheet at wall to floor joints.
- E. If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this section and decontaminate it as specified herein.

### 3.10 NEGATIVE PRESSURE

- A. Establish negative pressure in the work area by installation of High Efficiency Particulate Air (HEPA) filter air-purifying devices. Comply with ANSI Z9.2, Local Exhaust Ventilation Requirements. Maintain system in operation 24 hours per day until decontamination of the work area is completed.
- B. Size negative air pressure system(s) to provide a minimum of one air change every 15 minutes for the area under negative pressure. Locate the exhaust unit(s) so that makeup air enters the work area primarily through the decontamination unit and traverses the work area as much as possible. The intent is to provide the air change specified in each work area (room), not just the specified negative pressure. Place the end of the unit or its exhaust duct through an opening in the plastic barrier or wall covering. Seal the plastic around the unit or duct with tape.

- C. The system shall maintain an air pressure differential of minus 0.02 inch of water. Test the negative pressure system prior to any abatement actions to ensure that the 0.02-inch differential is present. The Project Monitor may require the use of ventilation smoke tubes to check the system performance.

### 3.11 REMOVAL OF ASBESTOS CONTAINING MATERIALS

- A. Thoroughly wet ACM to be removed prior to stripping to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal Encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal Encapsulant to penetrate material thoroughly. If a removal Encapsulant is used, apply in strict accordance with manufacturer's written instructions.
- B. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
- C. Remove saturated ACM in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit.
- D. For the removal of pipe and hard joint insulation, the density of asbestos containing covering seldom allows the material to be removed in a completely wet state. However, every attempt should be made to keep the insulation material as wet as possible to prevent release of asbestos fibers.
- E. Cut the cloth covering on the insulation along the top seam to allow wetting of the asbestos insulation. Do not allow the insulation to fall to the ground or adjacent surfaces. Wet the insulation material and immediately place in a double 6 mil, minimum thickness labeled plastic bag.
- F. In certain areas, asbestos insulation will be removed with glove-bags (with prior approval by the Project Monitor).
  - 1. Seal all critical barriers.
  - 2. Pre-clean if necessary and place one layer of polyethylene under the pipe to be removed.
  - 3. Negative air machines with HEPA filtration will be used in the area.
  - 4. Glove bags will be smoke tested.
  - 5. Place necessary tools into pouch located inside glove-bag. This will usually include bone saw, utility knife, rags, scrub brush, wire cutters, tin snips, and pre-wetted cloth.
  - 6. Place one strip of duct tape along the edge of the open top slit of glove-bag for reinforcement.
  - 7. Place the glove bag around section of joint to be worked on and staple top together through reinforcing duct tape. Next, duct tape the ends of glove-bag to joint itself, where previously covered with plastic or duct tape.
  - 8. Place additional layers of tape along the top of the glove-bag to seal the staple holes and to securely support the bag on the joint.
  - 9. Fill each bag with 2 inches of water to thoroughly wet the removed insulation.
  - 10. Attach vacuum hose through port in bag and tape tightly to prevent leakage.
  - 11. Insert spray nozzle into bag and tape tightly to prevent leakage.
  - 12. One person places his hands into the long-sleeved gloves while the second person directs garden sprayer at the work.
  - 13. Use bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal Encapsulant on the cutting area to keep dust to a minimum.
  - 14. Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.

15. Using nylon scrub brush, rags, and water scrub and wipe down the exposed pipe.
16. Wipe down the inside of the bag with the rags. Remove the water nozzle and tape shut.
17. Encapsulate the exposed ends and cover any exposed ends of pipe insulation with the re-wettable clothe. This shall be done prior to removing the bag.
18. Place the cleaned tools either into the next glove bag or put into the glove and pulled out. Twist the glove, tape at least twice and cut through the tape. The tools can be dropped into a bucket of water to clean them.
19. Twist the bag several times and turn on HEPA vacuum to remove the air. Tape the twist several times.
20. Slip a 6-mil disposal bag under the glove-bag and while running the vacuum sufficiently to collapse the bag, cut the glove-bag off.
21. Encapsulate all exposed pipe and elbows to lock down any remaining fibers.
22. Remove disposable suits and place these into bag with waste.
23. Collapse the disposal bag with a HEPA vacuum, twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

### 3.12 DECONTAMINATION OF WORK AREA

- A. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by operations. Remove visible accumulations of asbestos material and debris. Wet clean all surfaces within the work area.
- B. Remove the first layer of plastic sheets from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- C. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration and decontamination enclosure systems in service.
- D. Remove all debris from floor of work area. This includes all trash, scraps of lumber, pipes, and all visible asbestos debris. The asbestos debris is primarily deteriorated pipe insulation that has fallen to the ground. Dispose of all debris removed as asbestos contaminated waste. HEPA vacuum the entire floor.
- E. Clean all surfaces in the work area and any other contaminated areas with water and with HEPA filtered vacuum equipment. After cleaning the work area, wait 24 hours to allow for settlement of dust, and again wet clean and clean with HEPA filtered vacuum equipment all surfaces in the work area. After completion of the second cleaning operation, perform a complete visual inspection of the work area to ensure that the work area is free of visible asbestos debris.
- F. Include sealed drums and all equipment used in the work area in the cleanup and remove from work areas, via the equipment decontamination enclosure system, at an appropriate time in the clean sequence.
- G. Conduct cleaning and disposal operations to comply with applicable ordinances and antipollution laws. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- H. Store volatile wastes in covered metal containers during work hours and remove from premises at end of workday. Prevent accumulation of wastes, which create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
- I. If the Project Monitor, within 24 hours after the second cleaning, finds visible accumulations of asbestos debris in the work area, repeat the wet cleaning until the work area is in compliance, at no additional expense to the Owner.

- J. Remove the first layer of plastic sheet from walls and floors only. Take proper care in folding up plastic sheeting to minimize dispersal of residual asbestos containing debris.
- K. Leave the windows, doors, and HVAC vents sealed. Maintain HEPA filtered negative air pressure systems, air filtration and decontamination enclosure systems in service.
- L. Following the final visual inspection by the Project Monitor, after the removal of asbestos-containing materials and decontamination of work areas, and while space enclosures systems remain in place, seal all surfaces from which asbestos-containing material have been removed to assure immobilization of any remaining fibers. Use a colored sealant so that complete coverage may be ensured by a visible inspection by the Project Monitor to verify that asbestos-containing material has been adequately removed. Apply sealer in accordance with manufacturer's recommendations using airless spray equipment.
- M. Clearance air samples will be taken by the Project Monitor using aggressive air sampling.

### 3.13 WORK AREA CLEARANCE

- A. The work is complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below. When this has occurred, the Asbestos Contractor will notify the Project Monitor that the area is ready for clearance.
- B. The number and volume of air samples taken, and analytical methods used by the Project Monitor may vary depending upon the analytical instruments used.
- C. Phase Contrast Microscopy (PCM) and Transmission Electron Microscopy (TEM) will be used for clearance air sampling.
- D. The Owner will pay for the initial testing required for clearance. Should the initial testing fail, the Contractor will reimburse the Owner for the cost of all additional testing based on \$90.00 per hour for project monitor and \$30.00 per each PCM and \$150.00 per each TEM.

### 3.14 DISPOSAL OF ACM AND ASBESTOS CONTAMINATED WASTE

- A. To prevent exceeding available storage capacity on site, remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority.
- B. Comply with 29 CFR 1926.1101.
- C. Seal all asbestos and asbestos contaminated waste material with double thickness 6-mil, sealable plastic bags. Label the bags; transport and dispose of all in accordance with the applicable OSHA and EPA regulations. At the conclusion of the job, place all polyethylene material, tape, cleaning material and clothing in the drum. Seal, correctly label, and dispose of as asbestos waste material.
- D. Transport the bags to the approved waste disposal site. Asbestos Contractor shall obtain trip tickets at the landfill to document disposal of asbestos containing materials. A form shall be signed, not initialed, by all parties. Copies of all trip tickets shall be submitted to the Project Monitor.

- E. If a rental vehicle is used to transport asbestos waste, Asbestos Contractor shall provide to the vehicle's owner a written statement as to the intended use of the vehicle. A copy of such notice, signed by the vehicle owner, shall be provided to the Project Monitor prior to transporting materials in the vehicle. Two layers of 6-mil plastic sheet shall be placed on the floor and walls of the rental vehicle prior to loading any containers of asbestos waste.
- F. Consider wastewater from showers and sinks to be contaminated waste and dispose of in accordance with this Section unless water has been filtered through a 5-micron filter.

3.15 DISPOSAL OF NON-CONTAMINATED WASTE

- A. Remove from the site all non-contaminated debris and rubbish resulting from demolition operations. Transport materials removed from demolished areas and dispose of off site in a legal manner.
- B. During progress of work, clean site, and public properties, and dispose of waste materials, debris, and rubbish. Provide on-site containers for collection of waste materials, debris, and rubbish. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

End of Section

**SECTION 02 41 16**

**STRUCTURE DEMOLITION**

**PART 1 - GENERAL**

1.02 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 1 - General Requirements, apply to the Work of this Section.

1.02 DESCRIPTION OF WORK

- A. The Work of this Section includes, but is not limited to, Labor and Materials as required to complete the following:
  - 1. Demolition and removal of existing buildings and structures in their entirety, as indicated on the Drawings.
  - 2. Demolition and removal of existing site elements in their entirety, as indicated on the Drawings.
  - 3. Legal off-site disposal of all waste and debris resulting from the Work of this Section
  - 4. Temporary 8' high fencing and gates around perimeter of Work area
  - 5. Maintaining of existing building and site access and egress capabilities
  - 6. Conduct of Work in accordance with applicable code requirements and authorities having jurisdiction
  - 7. Removal of debris generated by demolition of existing building and site elements performed by others under the Work of this Contract.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all the Contract Documents for requirements which effect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this Section include, but are not limited to, the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 35 43 - Environmental Procedures
  - 3. Section 02 28 20 - Asbestos Remediation
  - 4. Section 31 10 00 - Site Clearing
  - 5. Section 31 20 00 - Earth Moving

1.04 CONTRACTOR'S QUALIFICATIONS

- A. The Contractor shall use the following required criteria during selection of the building demolition contractor. The Awarding Authority reserves the right to reject a building demolition contractor who is in the judgment of the Awarding Authority not qualified to perform the Work of this Section.
  - 1. The building demolition subcontractor shall have a minimum of 10 years experience in building demolition contracting and asbestos abatement equal to or greater in scope and cost as the Work of this Project, and a minimum single project limit of \$3,000,000.
  - 2. All building demolition subcontractors who in the judgment of the Awarding Authority are not qualified to perform the Work of this Section, or otherwise fail to comply with the above criteria, will be disqualified.

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1.05 DEFINITIONS

- A. Demolition: The complete elimination of existing building structures and site improvements, above and below grade, including but not limited to, foundation walls, concrete slabs and equipment pads, concrete and wood floors, exterior and interior walls, roofs, stairs, doors, windows, mechanical, electrical, plumbing, and fire protection systems, utilities, finishes, and all other associated construction, in their entirety, including interior debris.
- B. Remove/Removal: Complete demolition and legal off site disposal of all existing building and site components, unless otherwise indicated to be removed and salvaged by the Owner.

1.06 NOT USED

1.07 SUBMITTALS

- A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures,, in accordance with requirements of the Contract Documents.
- B. Provide qualification data for demolition firm, professional engineer, and refrigerant recovery technician.
- C. Provide schedule of demolition activities, including but not limited to, the following:
  - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity. Schedule shall ensure that the Owner's building and on-site operations are uninterrupted.
  - 2. Interruption of utility services, including dates and duration of interruption.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Means of protection for items to remain.
- D. Provide an inventory list of items that have been removed and salvaged following completion of the Work of this Section.
- E. Provide photographs and videotapes showing existing conditions of adjoining construction and site improvements, prior to commencement of the Work of this Section that may be misconstrued as damage caused by the Work of this Section. Photographs and videotapes shall be provided in accordance with requirements of Section 01 32 33 - Photographic Documentation
- C. Provide certified "Bills of Lading" for all hazardous materials, from a landfill facility licensed to accept hazardous wastes, in accordance with requirements of Section 02 28 20 - Asbestos Remediation

1.08 ENVIRONMENTAL REQUIREMENTS

- A. The Work of this Section shall comply with requirements of the following:
  - 1. Section 01 00 00 - General Requirements
  - 2. Section 01 35 43 - Environmental Procedures
  - 3. Section 02 28 20 - Asbestos Remediation
  - 4. Section 31 10 00 - Site Clearing
  - 5. Section 31 20 00 - Earth Moving



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1.09 QUALITY ASSURANCE

- A. The Work of this Section shall be completed by a licensed building wrecker in accordance with MGL Chapter 479, Acts of 1938, as amended, Sections 111 and 120(d). The licensed firm shall specialize in demolition work similar in material and extent to that indicated for this Project, with a minimum of ten (10) years experience.
- B. Comply with all Federal, State, and Local laws, ordinances, and regulations pertaining to the conduct of the Work of this Section, including but not limited to, the following:
  - 1. City of New Bedford Fire Department
  - 2. City of New Bedford Health Department
  - 3. Massachusetts Department of Public Safety
  - 4. Massachusetts Department of Public Works; Section 112, Demolition of Buildings, Structures, and Bridges
  - 5. Massachusetts Department of Environmental Protection
  - 6. Federal Law 40 CFR 112; Spill Prevention Control and Countermeasure Plan
  - 7. United States Environmental Protection Agency
  - 8. ANSI A 10.6 and A 10-21, 1983; Safety Requirements for Demolition
- D. Obtain and pay for all required permits and bonds in accordance with Federal, State, and City of New Bedford laws, ordinances, and regulations pertaining to the conduct of the Work of this Section.
- E. Prior to commencing the Work of this Section, schedule and conduct a conference at the Project site in accordance with requirements of Section 01 00 00 – General Requirements. Conference shall be attended by the Contractor, Architect, Construction Manager, and related sub trades. Provide a minimum of 72 hours notice to all attendees of conference date and time. Review methods and procedures related to demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays
  - 4. Review requirements of Work performed by other trades that rely on substrates exposed by demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.
- F. Notify Architect, in writing, of discrepancies between existing conditions and the Contract Documents before proceeding with demolition. Proceeding with Work without prior written notice and Owner authorization to proceed, shall result in no additional cost to the Owner.
- G. The Contractor shall comply with the following:
  - 1. All applicable EPA regulations and notifications prior to commencing demolition activities
  - 2. Hauling and disposal regulations of State and Local Authorities having jurisdiction
  - 3. ANSI A10.6 and NFPA 241

1.10 PROJECT CONDITIONS

- 1. The Owner assumes no responsibility nor makes any claim as to the actual condition or structural adequacy of any existing construction to be demolished. The Contractor shall be responsible to investigate and establish the conditions of any existing construction to be demolished, and take all necessary precautions to ensure the safety of persons and adjacent property. The Owner will maintain, as far as practical, conditions existing at the time of the mandatory Pre-Bid Inspection, in accordance with requirements of the Contract Documents

2. The existing abandoned incinerator structure to be demolished is located on City of New Bedford property currently utilized and occupied by the Department of Public Works. The Contractor shall conduct the Work of this Section as required to ensure minimal interruption of the Owner's daily activities, and normal use of the site. Obstruction of roadways, sidewalks, and other adjacent facilities subject to use by the Owner shall not be allowed without prior written authorization by the Owner or the local authority having jurisdiction.
3. The Work of this Section is included as part of the Work of Section 02 28 20 - Asbestos Remediation. Remediation of existing hazardous materials will be completed under the Work of this Section and Section 02 28 20. However, during performance of other portions of the Work of this Contract, it is possible that previously unknown asbestos containing materials (ACM) may be discovered in currently concealed locations. If ACM is discovered or encountered during the performance of other portions of the Work of this Contract, the Contractor shall immediately notify the Owner, in writing, and comply with all requirements of Section 02 28 20 - Asbestos Remediation.
4. Existing items of value not otherwise required to be returned to the Owner shall become the property of the Contractor. On site storage, sale, disposal, burying, or burning of items or materials removed under the Work of this Section shall not be allowed.
5. Maintain existing utilities, including but not limited to, water, sewer, electric, and fire protection, indicated to remain in service and protect them against damage during demolition operations. Do not interrupt utilities serving occupied areas without prior written authorization from the respective Utility provider, and the Owner. Notify the Utility and Owner, in writing, a minimum of ten (10) days prior to any anticipated interruption of service. Provide temporary services, as required, in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls.
6. Provide and maintain throughout the conduct of the Work of this Section, all measures necessary to control dust and noise as required to avoid creating a nuisance to the Owner or adjacent properties, in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls. Provide adequate means, including dosing with water or use of approved dust control materials, as required to sufficiently wet materials being demolished or site access roadways to reduce emission of airborne dust. All streets and access drives adjacent to, and leading to, the Project site, shall be kept clean and free of dirt, mud, and debris at all times.

**PART 2 - PRODUCTS** NOT USED

**PART 3 - EXECUTION**

3.01 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Prior to commencing the Work of this Section, the Contractor shall perform the following activities:
  1. Schedule, execute and pay all costs associated with implementation of the Work of this Section, including but not limited to, disconnection or interruption of existing public or private utility services in accordance with requirements of the Contract Documents and local authorities having jurisdiction, including but not limited to, the following:
    - a. City of New Bedford Police Department
    - b. City of New Bedford Fire Department
    - c. City of New Bedford Department of Public Works
    - d. City of New Bedford Water Department
    - e. Local electric utility service provider
    - f. Local telephone service provider
    - g. Local natural gas utility service provider
    - h. Local cable television and internet service provider
    - i. Dig Safe

2. Notify the Architect, in writing, of unanticipated mechanical, electrical, or structural elements encountered during the conduct of the Work, that conflict with requirements of the Contract Documents.

- B. The Contractor shall be responsible for determining locations of underground structures and utilities, including but not limited to: water, sewer, gas, electric, telephone, and cable TV. Utility services to adjacent buildings shall be maintained without interruption, unless otherwise authorized in writing by the Architect. Utilities located in public ways surrounding the Project site shall be protected from damage related to the Work of this Section. Any and all costs related to repair or replacement of damage to existing utilities not called for to be altered under the Work of this Contract shall be paid by the Contractor. No excavation in a public street or way, or in any public or private place, shall take place prior to verification of the location of all underground utilities by DIG SAFE.

### 3.02 PROTECTION OF ADJACENT BUILDINGS AND PROPERTIES

- A. The Work of this Section shall be performed in a manner that will protect adjacent City of New Bedford property, directly abutting property, and occupants of same, against any and all damage or injury which may result from the Work of this Section, including from falling debris or other causes. The Work of this Section shall not interfere with the use or unimpeded access to adjacent buildings or structures.
- B. Provide and maintain bracing, shoring, or other protective measures as required to guard against any and all movement or settlement of adjacent structures or associated components thereof. If the safety or structural integrity of an adjacent structure, or associated component, shall appear to be endangered as determined by the Contractor, Architect, or the Owner's designated representative, the Contractor shall halt demolition operations and immediately undertake all necessary measures to support the structure in question, at no additional cost to the Owner. Demolition operations shall not resume until written permission is received by the Contractor from the Architect. The Contractor shall be liable for any movement or settlement, and any damage and injury resulting from such movement or settlement.
- C. Provide the services of a professional engineer, registered in Massachusetts, to survey existing conditions of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure, or adjacent structures, during demolition operations.

### 3.03 PREPARATION

- A. Conduct demolition and removal operations as required to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Provide and maintain temporary barricades, fencing, and other protection as required to prevent injury to people, damage to adjacent buildings and facilities to remain, and to ensure safe passage of people around demolition area and to and from occupied buildings and portions of the site.
1. Provide City of New Bedford Police services as required to ensure safe passage of people around demolition area and to and from occupied buildings and portions of the site.
- D. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of demolition.

3.04 GENERAL REQUIREMENTS

- A. Demolish and remove existing construction as required to complete the Work of the Contract in accordance with requirements of the Contract Documents. Use standard industry methods within limitations of governing regulations having jurisdiction, and as follows:
1. Proceed with demolition systematically, from higher to lower level. Complete demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Use cutting methods least likely to damage construction to remain or adjoining construction.
  3. Do not use cutting torches until work area is cleared of flammable materials. Verify condition and contents of concealed or hidden spaces before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  4. Maintain adequate ventilation when using cutting torches.
  5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  7. Locate demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  8. Legally dispose of daily all demolished items, materials, waste, and debris resulting from the Work of this Section.

3.05 MECHANICAL, FIRE PROTECTION, PLUMBING, AND ELECTRICAL DEMOLITION

- A. All existing mechanical, plumbing, and electrical fixtures, equipment, piping, valves, hangers, supports, and fittings indicated on the Drawings to be removed, shall be removed under the Work of this Section and legally disposed of off-site in accordance with requirements of the Contract Documents.
- B. Disconnect, cap, and make safe, all existing utility connections to buildings, structures and site elements to be removed, in accordance with requirements of the Contract Documents and local authorities having jurisdiction. All plugs and caps to be installed shall be of like material as the pipe or conduit being capped or plugged.
- C. Disconnected equipment, ductwork, and fixtures shall be removed for legal off-site disposal.
- D. Waste generated and stockpiled daily shall be disposed of daily,

3.06 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove and legally dispose of off-site all demolished materials, in accordance with requirements of Section 01 35 43 - Environmental Procedures and Section 02 28 20 - Asbestos Remediation. Do not allow demolished materials to accumulate on-site. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Existing items of value not otherwise returned to the Owner shall become the property of the Contractor. On site storage, sale, disposal, burying, or burning of items or materials removed under the Work of this Section shall not be allowed.

3.06 CLEANING

- A. Provide and maintain throughout the conduct of the Work of this Section, all measures necessary to control dust and noise as required to avoid creating a nuisance to the Owner or adjacent properties. Provide adequate means, including dosing with water or use of approved dust control materials, as required to sufficiently wet materials being demolished or site access roadways to reduce emission of airborne dust. All streets and access drives adjacent to, and leading to, the Project site, shall be kept clean and free of dirt, mud, and debris at all times.

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- B. All waste and debris caused by the Work of this Section shall be removed and legally disposed of daily, in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls, Section 01 35 43 - Environmental Procedures and Section 02 28 40 - Asbestos Remediation.

**END OF SECTION**

**SECTION 31 10 00AD1**

**SITE CLEARING**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 SPECIAL INSTRUCTIONS

- A. The Contractor shall become familiar with other Sections of the Specifications to determine the type and extent of work there under which affects the work of this section whether or not such work is specifically mentioned.

1.03 DESCRIPTION OF WORK

- A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
1. All materials, equipment, labor and services required for all Site Preparation Work, including all items incidental thereto, as specified herein and as shown on the Drawings.
  2. Clearing within the limits of work by cutting, grubbing and removing, together with proper disposal of, all trees, shrubs, stumps, roots and other objectionable materials except as otherwise provided herein.
  3. Spoiled materials not suitable for fill shall be removed from the site and disposed of legally. No burning on the site shall be permitted.
  4. Removal and disposal of existing concrete and asphalt pavement, above grade concrete/stone foundations, below grade footings, foundation walls, and other structures. Break up and completely remove from the site all other existing pavements, site improvements and structures so designated and remove other such existing items above and below not designated on the Drawings, but required for removal in order to perform all Work.
  5. Removal and disposal of all utility lines and utility structures that directly interfere with the new Work under this contract. Protect all lines that are to remain in place for future use in cooperation with the Owner and AHJ. Permanently reroute any utilities scheduled to remain in place for future use that interfere with new Work in cooperation with the Owner and AHJ.
  6. Remove from the site other unsuitable materials as required which shall include the following:
    - a. Peat, organic silt, and other organic materials subject to decomposition, consolidation or decay.
    - b. Miscellaneous fill including sand, gravel, cinders, ash, glass, wood, metal and municipal fill.
    - c. Ledge or boulders except as specified for fills herein.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all the Contract Documents for requirements that affect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this section include, but are not limited to, the following:
1. Section 01 35 43 - Environmental Procedures
  2. Section 02 28 20 - Asbestos Remediation
  3. Section 02 41 13 - Structure Demolition
  4. Section 31 20 00 - Earth Moving
  5. Section 31 25 00 - Sedimentation and Erosion Control

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1.04 REFERENCE SPECIFICATIONS

- A. A.S.T.M. - American Society for Testing and Materials.
- B. A.A.S.H.T.O. - American Association of State Highway and Transportation Officials.

1.05 NOT USED

1.06 SUBMITTALS

- A. Provide submittals in accordance with requirements of Section 01 33 00 – Submittal Procedures, in accordance with requirements of the Contract Documents.
- B. Prior to commencement of any demolition or site preparation operations submit to the Architect, for review, a schedule for the phased demolition and the proposed methods to insure against possible damage to existing areas adjacent to where demolition operations will occur.
- C. Include a full description and plan for securing the site, safety devices maintenance of traffic and measures to be taken and time table for implementation.

1.07 SURFACE/SUBSURFACE INFORMATION

- A. The Owner assumes no responsibility for the Contractor's failure to make his own site investigation. Failure by the Contractor to be aware of existing site conditions shall not be cause for additional cost to the Owner.

1.08 PROTECTION

- A. All rules and regulations governing the respective utilities shall be observed in executing all work under this Section. All work shall be executed in such a manner as to prevent any damage to existing buildings, streets, curbs, paving, service utility lines, structures and adjoining property. Monuments and benchmarks shall be carefully maintained and, if disturbed or destroyed, replaced as directed.
- B. The Contractor shall assume full responsibility for damages caused by his or his Subcontractor's equipment and personnel to existing buildings and grounds as well as adjoining private property.
- C. The Work of this Section shall be performed in such a manner as to cause no interference with access by the Subcontractors or other Contractors to all portions of the site as is necessary for the normal conduct of their work.

1.09 CLEAN UP

- A. Any soil, demolition debris or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.

**PART 2 – MATERIALS      NOT USED**

**PART 3 – EXECUTION**

3.01 PREPARATION

- A. Notify all corporations, companies, individuals or local authorities owning, or having jurisdiction over, utilities running to, through or across areas disturbed by demolition operations.
- B. Have all utility services not otherwise designated to be disconnected by the Contractor disconnected at service mains in accordance with requirements governing the utility involved unless otherwise shown on the plan or directed by the Architect.

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3.02 DEMOLITION

A. General

1. All existing features above and below grade within the contract limit lines shall be demolished as noted to prepare the site for all other work as specified in these Specifications, as shown on the Drawings and as ordered by the Architect.
2. All site features shown or ordered to be removed shall be completely removed or removed to the limits as shown or specified. Demolition of all utilities shown or ordered to be abandoned cut and plug, plug, cut and cap shall mean the complete disconnect of the utility from the service main. All utilities disconnected shall be plugged or capped as required by the governing utility to four (4) feet below finish grade.
3. All excavations resulting from the specified work shall be promptly backfilled and compacted. Any excavation within street lines shall be backfilled, compacted and paved all in accordance with the rules and regulations of the governing agency.
4. The burning of material or debris on the premises will not be permitted.
5. Remove and dispose of all unsuitable material off site as approved by the Architect. The City of New Bedford shall have right of first refusal for all materials. Any stockpiled material deemed surplus by the Architect shall also be removed.

3.03 TREE PROTECTION

- A. Furnish and install protection for existing trees to remain outside the Limit of Work Line.

3.04 CLEARING AND GRUBBING

- A. Clearing shall consist of the cutting and removal of all trees, logs, stumps, brush, roots and other objectionable material as shown on the plans or as directed by the Architect.
- B. Protect all areas to remain undeveloped outside the Limit of Work Line. Should these areas be damaged, the Contractor shall restore them to the satisfaction of the Architect at no additional cost. This includes the repairing and replacement of all damaged conditions such as plant materials and similar items.
- C. Grubbing shall include the removal and disposal off site of all stumps and roots.
- D. Fill all holes from removal of stumps and roots with specified fill compacted to subgrade.

3.05 DISPOSAL AND CLEAN UP

A. Demolished material

1. All demolished material declared unsuitable by the Architect shall become the property of the contractor and be legally disposed of, off the premises, until otherwise indicated or specified.
2. Keep all public ways clear of all spillage from trucks hauling material to and from the project site.

B. Premises

1. The premises shall be left in a safe, clean and relatively orderly condition upon completion of work under this Section.

C. Dust Control

1. Thoroughly wet down all work being demolished and all trucking ways as necessary to prevent spreading dust. Provide all water, hoses and connections required for dust control.



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**EXISTING INCINERATOR STRUCTURE DEMOLITION AND SITE RESTORATION**  
**NEW BEDFORD, MASSACHUSETTS**  
RT Architecture, LLC Project No. 02022.56

**04 OCTOBER 2022**

A. Waste Removal

1. All waste and debris caused by the Work of this Section shall be removed and legally disposed of daily, in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls Section 01 35 43 - Environmental Procedures and Section 02 28 40 - Asbestos Remediation.

**END OF SECTION**

**SECTION 31 20 00**

**EARTHWORK**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including Drawings, Specifications, including Division 01 - General Requirements and City of New Bedford Public Procurement requirements, apply to the Work of this Section.

1.02 SPECIAL INSTRUCTIONS

- A. The Contractor shall become familiar with other Sections of the Specifications to determine the type and extent of work there under which affects the Work of this Section whether or not such work is specifically mentioned.

1.03 NOT USED

1.04 DESCRIPTION OF WORK

- A. The Work of this Section includes, but is not limited to, furnishing and installation of the following:
  - 1. All materials, equipment, labor and services required for performance of the Work of this Section, including all items incidental thereto, as specified herein and as shown on the Drawings.
  - 2. Removal and legal off-site disposal of all organic material. No burning on the site shall be permitted.
  - 4. Excavating, filling, trenching, backfilling, compaction and final grading.
  - 5. Pumping and/or bailing necessary to maintain excavated spaces free from water from any source whatsoever.
  - 6. Provide all excavation, trenching, backfilling, and compaction as required for modification or relocation of existing underground utilities to remain under the Contract.
  - 7. Protection from damage due to Work of this Section for existing adjacent buildings, utilities, roads, pavements, lawns, planting and other improvements to remain.
  - 9. Install fencing and safety devices or controls as specified and as necessary.
  - 10. Dust control and final clean up.

1.05 RELATED WORK SPECIFIED ELSEWHERE

- A. Carefully examine all the Contract Documents for requirements that affect the Work of this Section.
- B. Other Specification Sections which directly relate to the Work of this section include, but are not limited to, the following:
  - 1. Section 01 35 43 - Environmental Procedures
  - 2. Section 02 28 20 - Asbestos Remediation
  - 3. Section 02 41 13 - Structure Demolition
  - 4. Section 31 10 00 - Site Clearing
  - 5. Section 31 25 00 - Sedimentation and Erosion Control

1.06 REFERENCE SPECIFICATIONS

- A. A.S.T.M. - American Society for Testing and Materials.
- B. A.A.S.H.T.O. - American Association of State Highway and Transportation Officials.
- C. S.S.H.B. - Standard Specifications for Highways and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition.

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1.07 BENCH MARKS AND ENGINEERING

- A. The Contractor shall establish temporary bench marks at corners of the Limit of Work Line as indicated on the Drawings as required for new final grading to match existing graded to remain. Maintain bench marks and replace, as directed, any which may be disturbed or destroyed.
- B. The Contractor shall verify existing dimensions and elevations on the ground and report any observations or concerns immediately to the Architect. Any observations or concerns not received prior to commencing the Work of the Contract shall not be the basis for claims for extra compensation.

C. GRADES AND ELEVATIONS

- A. The Drawings indicate, in general, the alignment and finished grade elevations and sewer, drain, water and underground electric invert grades. The Architect, however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference between utilities and to adapt the piping to other special conditions encountered.

1.08 HAZARDOUS MATERIALS REPORT

- A. All Work of this Section shall be performed as required to comply with requirements of Section 01 35 43 – Environmental Procedures and Section 02 28 20 – Asbestos Remediation.
- B. The Owner assumes no responsibility for the Contractor's failure to make his own site investigation and makes no representation other than information contained in the above referenced Sections regarding existing material conditions which may be encountered during the performance of the Work. Failure by the Contractor to be aware of existing building and site conditions shall not be cause for additional cost to the Owner.

1.09 DEFINITIONS

- A. "Finished Grade" as used herein shall mean existing finish grade elevations. Existing finish grades outside the footprint of the structure to be demolished shall be maintained to the degree necessary to provide uniform slopes between existing finished grades to remain and new finish grade at bottom of existing concrete foundations to be removed. Foundation backfilling shall be performed utilizing existing on site materials as required to provide a new finished grade with no abrupt changes in slope. No existing soil shall be removed from the site.
- B. The words "invert" or "invert elevation" as used herein shall be defined as the elevation at the inside bottom surface of the pipe or channel.
- C. The words "bottom of the pipe" as used herein shall be defined as the base of the pipe at its outer surface

1.10 NOT USED

1.11 PROTECTION

- A. All rules and regulations governing the respective utilities shall be observed in executing all work under this Section. All work shall be executed in such a manner as to prevent any damage to existing buildings, streets, curbs, paving, service utility lines, structures and adjoining property. Monuments and bench marks shall be carefully maintained and, if disturbed or destroyed, replaced as directed.
- B. The Contractor shall assume full responsibility for damages caused by him or his Subcontractor's equipment and personnel to the existing buildings and grounds as well as adjoining private property.
- C. The work of this Section shall be performed in such a manner as to cause no interference with access by the abutters, Subcontractors or other Contractors to all portions of the site as is necessary for the normal conduct of their work.

**PART 2 PRODUCTS**

2.01 GENERAL REQUIREMENTS

- A. The Contractor shall provide a rough finished grade utilizing existing on-site materials to the maximum extent possible. Work shall be performed as required to provide grading with no abrupt changes in slopes between existing finished grades to remain and new finish grade at bottom of existing concrete foundations to be removed.

**PART 3 - EXECUTION**

3.01 EXCAVATION

A. General

1. Excavate all existing materials as required to complete the Work.
2. The Contractor shall obtain from the proper authorities' locations of all utilities within the scope of this work so that there will be no damage done to such utilities. Neither the Owner nor the Architect will be responsible for any such damage, and the Contractor shall restore any structure or utility so damaged without additional compensation. Written notifications to the appropriate utility agencies shall be made at least ten (10) days prior to the commencement of any work.
3. Suitable excavated material which is required, and suitable, for fill and backfill shall be separately stockpiled as directed by the Architect. All surplus fill other than that required to complete the intent of the Contract shall become the property of the Contractor and shall be disposed of off the property by the General Contractor.
4. Cobbles and boulders shall be removed from at least one foot below the finished subgrade.
5. Any unsanitary conditions encountered, such as broken sewer mains or uncovered garbage shall be corrected or removed entirely as directed by the Architect.

B. Excavation for Utilities and Utility Structures

1. The Work of this Section shall include all excavation, trenching, backfilling, and compaction as required for removal and/or modification of existing utilities and related structures.
2. Existing services and utilities encountered shall be immediately repaired, protected and maintained in use until relocation of same has been completed or be cut and capped where directed or be prepared for connections when so required. All existing water mains are to be protected to remain in place for future use.

3.02 PROTECTION AND SHORING

A. Protect open excavations with steel plates, fencing, warning lights and other suitable safeguards.

B. Shore and brace excavations as required so as to maintain them secure and provide sheet piling as necessary to prevent cave-ins. Remove shoring and piling before backfilling is completed.

3.03 NOT USED

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3.04 UTILITY SERVICES LINES

- A. The excavating, trenching and backfilling for modification or relocation of existing electrical, telephone, cable TV and gas services utilities and all related structures shall be done under this Section.

3.05 FINISH GRADE PREPARATION

- A. Bring all areas to required subgrade levels and as required to match undisturbed existing finish grades to remain.
- B. Check all existing manhole covers, grates, valve boxes and similar structures to remain for correct elevation and position and make any necessary adjustments in such structures.
- D. All subgrades must be inspected and approved by the Architect before paving, loaming or other site improvements are made.

3.06 WARNING TAPE OVER BURIED GAS, ELECTRIC, CABLE TV, TELEPHONE

- A. Provide and install plastic warning tape over all buried gas, electric and water lines in accordance with manufacturer's recommendations and a minimum of twelve (12) inches below finished grades.

3.07 DUST CONTROL

- A. The Contractor shall employ all possible methods and/or materials to prevent the spread of dust. Chemical materials may not be used on subgrades of areas to be seeded or planted.

3.08 CLEAN UP

- A. All waste and debris caused by the Work of this Section shall be removed and legally disposed of daily, in accordance with requirements of Section 01 50 00 - Temporary Facilities and Controls.

**END OF SECTION**

**CITY OF NEW BEDFORD**  
**EXISTING INCINERATOR STRUCTURE DEMOLITION AND SITE RESTORATION**  
**NEW BEDFORD, MASSACHUSETTS**  
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**04 OCTOBER 2022**

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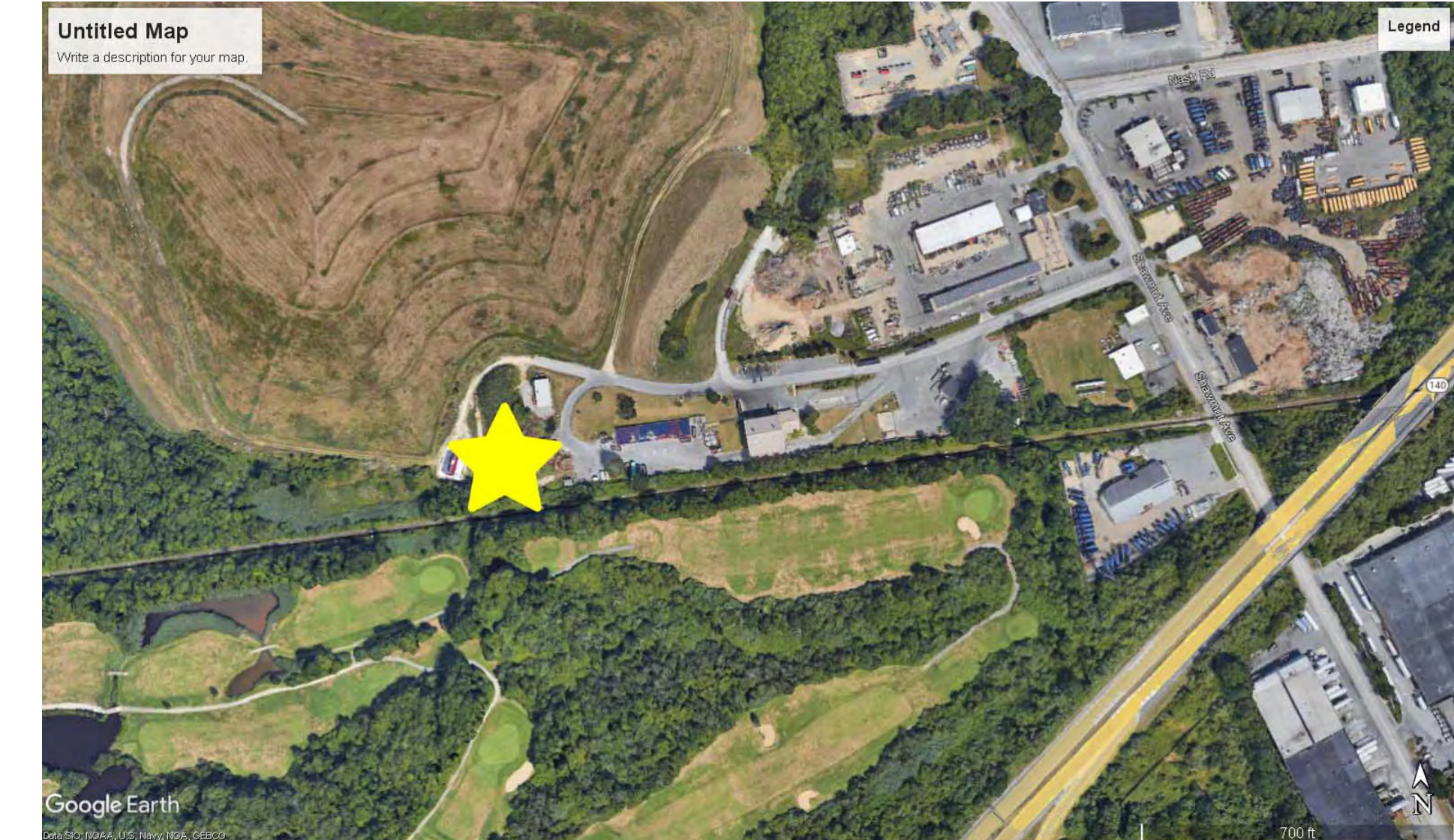


# ABBREVIATIONS

A/C	AIR CONDITIONING	DL	DEAD LOAD	GWB	GYPSUM WALLBOARD	NI	NICKEL	SCH	SCHEDULE
AB	ANCHOR BLOT	DMT	DEMOUNTABLE	GYPL	GYPSUM LATH	NIC	NOT IN CONTRACT	SCN	SCREEN
ABV	ABOVE	DN	DOWN	GYPL	GYPSUM PLASTER	NL	NAILABLE	SCT	STORAGE
AC	ACOUSTICAL	DP	DAMP PROOFING	GYPT	GYPSUM TILE	NO	NUMBER	SCUP	SCUPPER
ACC	ACCESS(IBLE)	DRP	DAMPER	HB	HOSE BIBB	NOM	NOMINAL	SEC	SECTION
ACFL	ACCESS FLOOR	DR	DOOR	HBD	HARDBOARD	NR	NOISE REDUCTION	SF	SPECIFICATION
ACPL	ACOUSTICAL PLASTER	DS	DOWN SPOUT	HC	HANDICAP	NTS	NOT TO SCALE	SFGL	SAFETY GLASS
ACR	ACRYLIC PLASTIC	DSP	DISPENSER	HD	HEAVY DUTY	OA	OVERALL	SFLR	STRUCTURAL
AD	AREA DRAIN	DT	DRAIN TILE	HDR	HEADER	OC	ON CENTER(S)	SG	SHEET GLASS
ADH	ADHESIVE	DTA	DOVETAIL ANCHOR	HDW	HARDWARE	OD	OUTSIDE DIAMETER	SGL	SPANDREL GLASS
ADJ	ADJACENT	DTL	DETAIL	HM	HOLLOW METAL	OH	OVERHEAD	SH	SHelf, SHELVING
ADJT	ADJUSTABLE	DTS	DOVETAIL ANCHOR SLOT	HOR	HORIZONTAL	OP	OPAQUE	SHNG	SHINGLE(S)
AFF	ABOVE FINISHED FLOOR	DW	DUMBWAITER	HPT	HIGH POINT	OPG	OPENING	SHT	SHEET
AGG	AGGREGATE	DWG	DRAWING	HRL	HANDRAIL	OPH	OPPOSITE HAND	SHTH	SHEATH(ING)
AL	ALUMINUM	DWR	DRAWER	HT	HEIGHT	ORN	ORNAMENTAL	SHU	SHUTTER(S)
ALT	ALTERNATE	E	EAST	HTG	HEATING	PAR	PARALLEL	SIDG	SIDING
ANC	ANCHOR, ANCHORAGE	EA	EACH	HVAC	HEATING/ VENTILATING/ AIR CONDITIONING	PB	PANIC BAR	SIM	SIMILAR
AP	ACCESS PANEL	EB	EXPANSION BOLT	HWD	HARDWOOD	PBD	PARTICLE BOARD	SLO	SLOPE
ARCH	ARCHITECT, ARCHITECTURAL	EF	EXHAUST FAN (MECH)	ID	INSIDE DIAMETER	PCC	PRECAST CONCRETE	SNT	SEALANT
AT	ASPHALT TILE	EJT	EXPANSION JOINT	IGL	INSULATING GLASS	PCF	POUNDES PER CUBIC FOOT	SOL	SOLDIER
AUTO	AUTOMATIC	EL	ELEVATION (VERTICAL HEIGHT)	INCL	INCANDESCENT	PCPL	PORCELAIN CEMENT PLASTER	SP	SOUNDPROOF
AWN	AWNING	ELAS	ELASTIC	INCAN	INCANDESCENT	PD	POUND(S)	SPC	SPACE(R)
B/	BOTTOM OF	ELE	ELEVATION (VIEW)	INCIN	INCINERATOR	PE	PORCELAIN ENAMEL	SPEC	SPECIFICATION
BD	BOARD	ELEC	ELECTRIC(AL)	INCL	INCLUDE, (ED), (ING)	PER	PERIMETER	SPK	SPEAKER
BEL	BELOW	ELEV	ELEVATOR	INS	INSULATE, (ED), (ING)	PERF	PERFORATE(D)	SPL	SPECIAL
BET	BETWEEN	EMER	EMERGENCY	INSC	INSULATING CONCRETE	PFB	PREFABRICATE(D)	SQ	SPECIAL
BEY	BEYOND	ENC	ENCLOSE, (URE)	INT	INTERIOR	PFN	PREFINISHED	SSK	SERVICE SINK
BLDG.	BUILDING	EP	ELECTRIC PANEL	INTM	INTERMEDIATE	PG	PLATE GLASS	ST	STAINED GLASS
BLK	BLOCK	EQ	EQUAL	INV	INVERT	PK	PARKING	STA	STAINLESS STEEL
BLKG	BLOCKING	EQP	EQUIPMENT	J	JOIST	PL	PLATE	STCO	STORM DRAIN
BM	BEAM	ESC	ESCALATOR	JC	JANITOR'S CLOSET	PL	PROPERTY LINE	STD	SQUARE FEET, STOREFRONT
BM	BENCHMARK	ESMNT	EASEMENT	JF	JOINT FILLER	PLA	PLASTIC	STG	SEATING
BO	BY OWNER	EST	ESTIMATE	JT	JOINT	PLAM	PLASTIC LAMINATE	STGL	SQUARE
BOTTOM		EWC	ELECTRIC WATER COOLER	KEC	KITCHEN EQUIPMENT CONTRACTOR	PLAS	PLASTER	SUSP	SUSPENDED
BPL	BEARING PLATE	EXG	EXISTING	KIT	KITCHEN	PLF	POUNDS PER LINEAR FOOT	SVYD	SERVICE YARD
BRG	BEARING	EXH	EXHAUST	KO	KNOCKOUT	PLTG	PLANTING	SYD	SIDE YARD
BRGL	BULLETT RESISTANT GLASS	EXMP	EXPANDED METAL PLATE	KPL	KICK PLATE	PNL	PANEL(ING)	SYS	SYSTEM
BRK	BRICK	EXT	EXTERIOR	L	LENGTH	PNT	PAINT(ED)	T	TREAD
BRKT	BRACKET	FA	FIRE ALARM	LAB	LABORATORY	PREM	PREMOULDED	T&G	TOUNGE AND GROOVE
BRZ	BRONZE	FAS	FASTEN, FASTENER	LAD	LADDER	PRF	PREFORMED	T/	TOP OF
BS	BOTH SIDES	FBD	FIBERBOARD	LAM	LAMINATE(D)	PRPT	PARAPET	TBRL	TO BE RELOCATED
BUR	BUILT UP ROOFING	FD	FLOW DRAIN	LAV	LAVATORY	PSF	POUNDS PER SQUARE FOOT	TC	TOP OF CURB
BVL	BEVELED	FE	FIRE EXTINGUISHER	LB	LAG BOLT	PSI	POUNDS PER SQUARE INCH	TEL	TELEPHONE
CAB	CABINET	FEC	FIRE EXTINGUISHER CABINET	LBL	LABEL	PT	POINT	TG	TEMPERED GLASS
CAN	CANVAS	FFE	FINISHED FLOOR ELEVATION	LGL	LAMINATED GLASS	PTD	PAPER TOWEL DISPENSER	THR	THRESHOLD
CB	CATCH BASIN	FFL	FINISHED FLOOR LINE	LH	LEFT HAND	PTN	PARTITION	TJ	TOP OF JOIST
CC	COOLER COMPRESSOR (MECH)	FG	FLOAT GLASS	LL	LIVE LOAD	PTR	PAPER TOWEL RECEPTOR	TOBR	TO BE REMOVED
CEM	CEMENT	FGL	FIBERGLASS	LLD	LOOSE LAID	PTR	PLANTER	TOR	TO REMAIN
CER	CERAMIC	FHS	FIRE HOSE STATION	LMS	LIMESTONE	PV	PAVE(D), (ING)	TP	TOP OF PLATE
CG	CORNER GUARD	FIN	FINISH(ED)	LO	LAYOUT	PVC	POLYVINYL CHLORIDE	TPD	TOILET PAPER DISPENSER
CGL	COATED GLASS	FIXT	FIXTURE	LOC	LOCATE	PVMT	PAVEMENT	TPG	TOPPING
CHAM	CHAMFER	FJT	FLUSH JOINT	LPT	LOW POINT	PWD	PLYWOOD	TPTN	TOILET PARTITION
CHBD	CHALKBOARD	FL	FLOW LINE	LT	LIGHT	QT	QUARRY TILE	TR	TRANSOM
CIR	CIRCLE	FLG	FLASHING	LTl	LINTEL	R	RISER	TSF	TOP OF SUB FLOOR
CIRC	CIRCUMFERENCE	FLR	FLOOR(ING)	LVR	LOUVER	R&S	ROD AND SHELF	TSL	TOP OF CONCRETE SLAB
CJT	CONTROL JOINT	FLUR	FLUORESCENT	LW	LIGHTWEIGHT	RA	RETURN AIR	TV	TELEVISION
CLG	CEILING	FLX	FLEXIBLE	M	MATER(S)	RAD	RADIUS	TYP	TYPICAL
CLR	CLEAR, CLEARANCE	FN	FENCE	MAS	MASONRY	RBL	RUBBLE STONE	UNF	UNFINISHED
CLS	CLOSURE	FND	FOUNDATION	MAU	MAKE-UP AIE UNIT (MECH)	RBT	RABBET, REBATE	UNO	UNLESS NOTED OTHERWISE
CM	CENTIMETER(S)	FOC	FACE OF CONCRETE	MAX	MAXIMUM	RBT	RUBBER TILE	UR	URINAL
COL	COLUMN	FOF	FACE OF FINISH	MB	MACHINE BOLT	RCP	ROUND CONCRETE PIPE	UTL	UTILITY
COM	COMMON	FOM	FACE OF MASONRY	MBR	MEMBER	RD	ROOF DRAIN	VAR	VARNISH
COMB	COMBINATION	FOS	FACE OF STUDS	MC	MEDICINE CABINET	REC	RECESS(ED)	VB	VAPOR BARRIER, VINYL BASE
COMP	COMPRESS, (ED), (ION), (IBLE)	FP	FIREPROOF	MDO	MEDIUM DENSITY OVERLAY	RECP	REINFORCED CONCRETE PIPE	VCT	VINYL COMPOSITE TILE
COMPO	COMPOSITION, COMPOSITE	FPL	FIREPLACE	MECH	MECHANICAL	REF	REFER(ENCE)	VERT	VERTICAL
COMPT	COMPARTMENT	FR	FRAME(D), (ING)	MED	MEDIUM	REFR	REFRIGERATOR	VF	VINYL FABRIC
CONN	CONNECTION	FRT	FIRE-RETARDANT	MET	METAL	REG	REGISTER	VIN	VINYL
CONST	CONSTRUCTION	FS	FULL SIZE	MFR	MANUFACTURE(R)	REIN	REINFORCE, (ED), (ING)	VNR	VENEER
CONT	CONTINUE, CONTINUOUS	FT	FIRE TREATED	MGL	MIRROR GLASS (FRAMED)	REM	REMOVE	VT	VINYL TILE
CONTR	CONTRACT(OR)	FTG	FOOTING	MH	MANHOLE	REQ'D	REQUIRED	W	WEST
CORR	CORRUGATED	FUR	FURRED, (ING)	MIN	MINIMUM	RES	RESILIENT	W/O	WITHOUT
CPT	CARPET	FUT	FUTURE	MIR	MIRROR	RET	RETURN	WC	WATER CLOSET
CR	CHROMIUM	GA	GAGE, GAUGE	MISC	MISCELLANEOUS	REV	REVISE, REVISION	WD	WOOD
CRS	COURSE	GB	GRAB BAR	MLD	MOLDING, MOULDING	RFG	ROOFING	WH	WALL HUNG
CS	COUNTERSINK	GC	GENERAL CONTRACTOR	MM	MILLIMETER(S)	RFH	ROOF HATCH	WHTR	WATER HEATER
CSMT	CSMT	GCMU	GLAZED CONCRETE MASONRY UNIT	MMB	MEMBRANE	RFL	REFLECT, (ED), (IVE), (OR)	WI	WROUGHT IRON
CST	CAST STONE	GD	GRADE, GRADING	MOD	MODULAR	RFT	RAFTER	WID	WIDTH, WIDE
CT	CERAMIC TILE	GKT	GASKET(ED)	MOV	MOVABLE	RH	RIGHT HAND	WIN	WINDOW
CTR	COUNTER	GL	GLASS, GLAZING	MR	MOP RECEPTOR	RL	RAIL(ING)	WM	WIRE MESH
CYD	COBIC YARD	GLAM	GLUED LAMINATE	MRB	MARBLE	RM	ROOM	WP	WATERPROOFING
DEM	DEMOLISH, DEMOLITION	GRD	GUARD	MT	MOUNT, (ED), (ING)	RO	ROUGH OPENING	WS	WATERSTOP
DF	DRINKING FOUNTAIN	GRT	GRATE, (ING)	MTL	MATERIAL	ROK	ROWLOCK	WSCT	WAINSCOT
DIA	DIAMETER	GT	GROUT	MULL	MULLION	ROW	RIGHT OF WAY	WST	WEATHER-STRIP, (ING)
DIAG	DIAGONAL	GUT	GUTTER	MW	MICROWAVE	RTU	ROOF TOP UNIT (MECH)	WWF	WELDED WIRE FABRIC
DIM	DIMENSION	GV	GALVANIZED	N	NORTH	RVS	REVERSE (SIDE)		
DIV	DIVISION	GVL	GRAVEL	NAT	NATURAL	S	SOUTH		

# CITY OF NEW BEDFORD SOILD WASTE TRANSFER STATION INCINERATOR DEMOLITION PROJECT

1103 SHAWMUT AVE  
NEW BEDFORD, MA 02746



## DRAWING LIST

T.1	- COVER SHEET
A1.00	- AERIAL SITE PLAN
A1.01	- EXISTING FLOOR PLAN - ASH LEVEL
A1.02	- EXISTING FLOOR PLAN - OPERATING LEVEL
A1.03	- EXISTING FLOOR PLAN - MEZZANINE LEVEL
A1.04	- EXISTING FLOOR PLAN - CHARGING LEVEL
A1.05	- EXISTING ROOF PLAN
A2.01	- EXISTING NORTH & WEST ELEVATIONS
A2.02	- EXISTING EAST & SOUTH ELEVATIONS
A3.01	- BUILDING SECTIONS

# GENERAL SYMBOLS

	<b>ELEVATION TAG</b> TOP = ELEVATION NUMBER BOTTOM = SHEET NUMBER		DENOTES WALL TYPE. SEE		ELEVATION BENCHMARK		NORTH NORTH SHOWS DIRECTION OF MAGNETIC NORTH
	<b>DETAIL TAG</b> TOP = DETAIL NUMBER BOTTOM = SHEET NUMBER		<b>ACCESSORIES TAG</b> LETTER DENOTES PLUMBING FIXTURES & TOILET ROOM ACCESSORIES. SEE A150		<b>REVISION TAG</b> NUMBER DENOTES NUMBER OF REVISIONS		KEYNOTE TAG
	<b>SECTION TAG</b> TOP = SECTION NUMBER BOTTOM = SHEET NUMBER		EQUIPMENT TAG		FINISH MATERIAL TAG		
	<b>DOOR TAG</b> NUMBER DENOTES DOOR REFERENCE TO DOOR SCHEDULE. SEE A111		ROOM NUMBER TAG				

**OWNER**  
CITY OF NEW BEDFORD  
133 WILLIAM STREET  
NEW BEDFORD, MA 02740

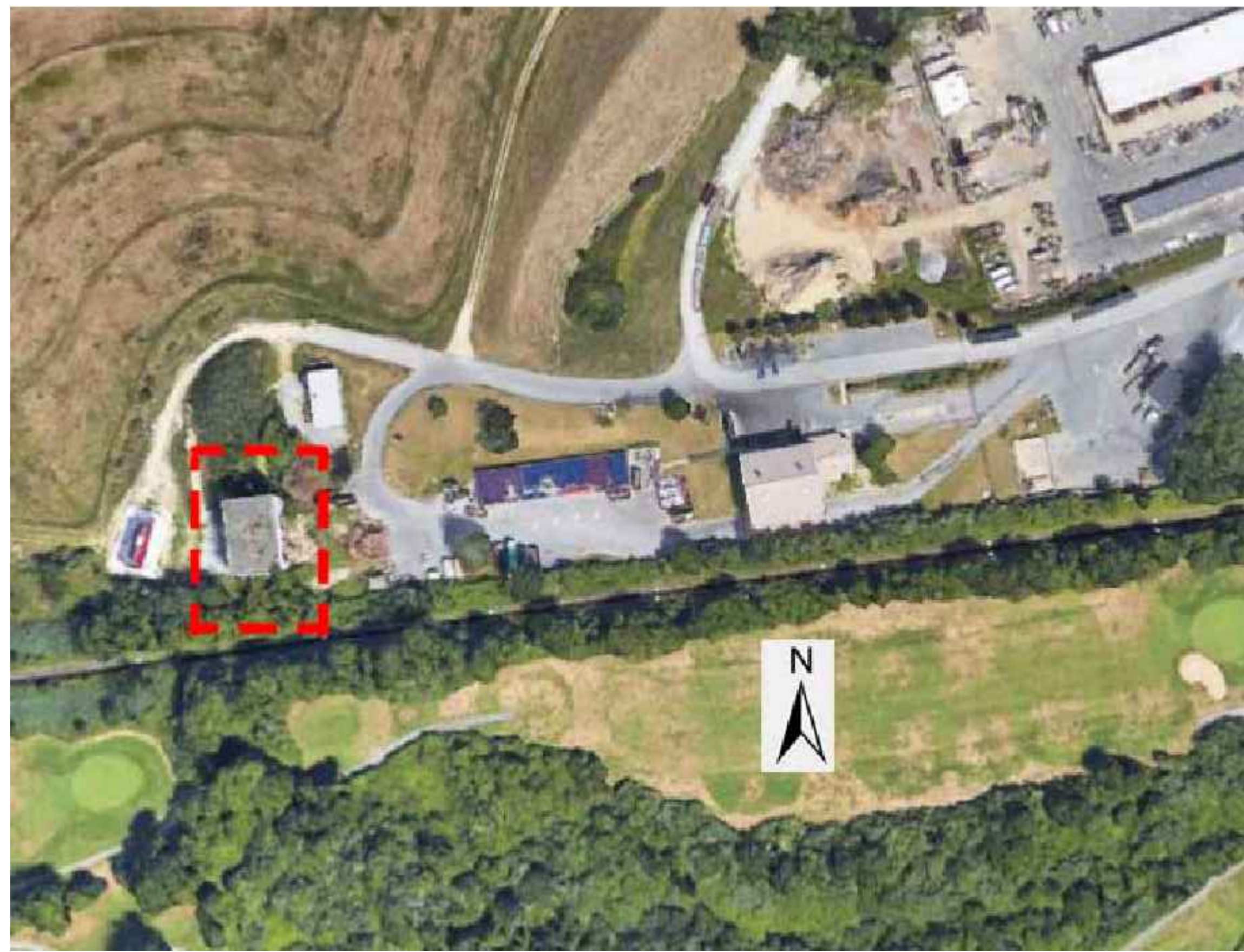
**ARCHITECT**  
RT ARCHITECTURE, LLC  
245 SHEA AVE  
BELCHERTOWN, MA 01007  
rtoczko@rt-architecture.com  
413 241 4600

**HAZMAT ABATEMENT ENGINEERING**  
UEC UNIVERSAL ENVIRONMENTAL CONSULTANTS  
12 BREWSTER RD  
FRAMINGHAM, MA 01702  
adieb@uec-env.com  
508 628 5486



**100% CONSTRUCTION DOCUMENTS**  
October 4, 2022





REMOVE LIMITED TREES, GRUB, AND SHRUBS AS NEEDED TO ACCESS DEMOLITION, TYP.

CONTRACTOR LAY DOWN AREA

INSTALL TEMP. 8' HIGH CHAINLINK CONSTRUCTION FENCE AND GATES AROUND CONSTRUCTION SITE

DEMOLISH EXISTING BUILDING

CONSTRUCT EARTHWORK AT SLOPE NO LARGER THAN 1:3

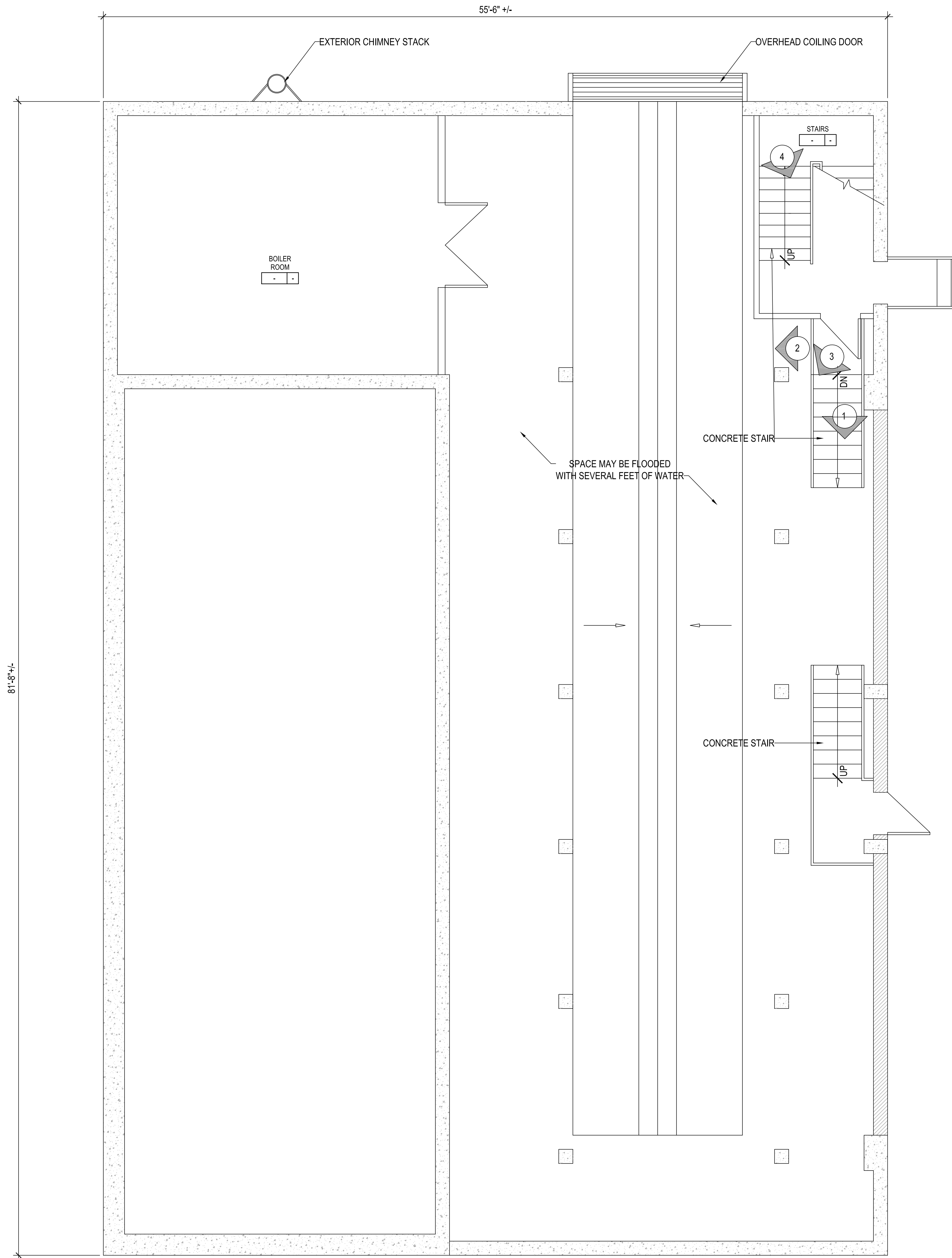
**NOTE: NO EXISTING SOIL SHALL BE REMOVED FROM THE SITE**

REMOVE LIMITED TREES, GRUB, AND SHRUBS AS NEEDED TO ACCESS DEMOLITION, TYP.

AERIAL SITE PLAN  
SCALE: 1" = 10'-0"







EXISTING ASH FLOOR LEVEL  
 SCALE: 1/4" = 1'-0"  
 FIRST LEVEL



PHOTO 1

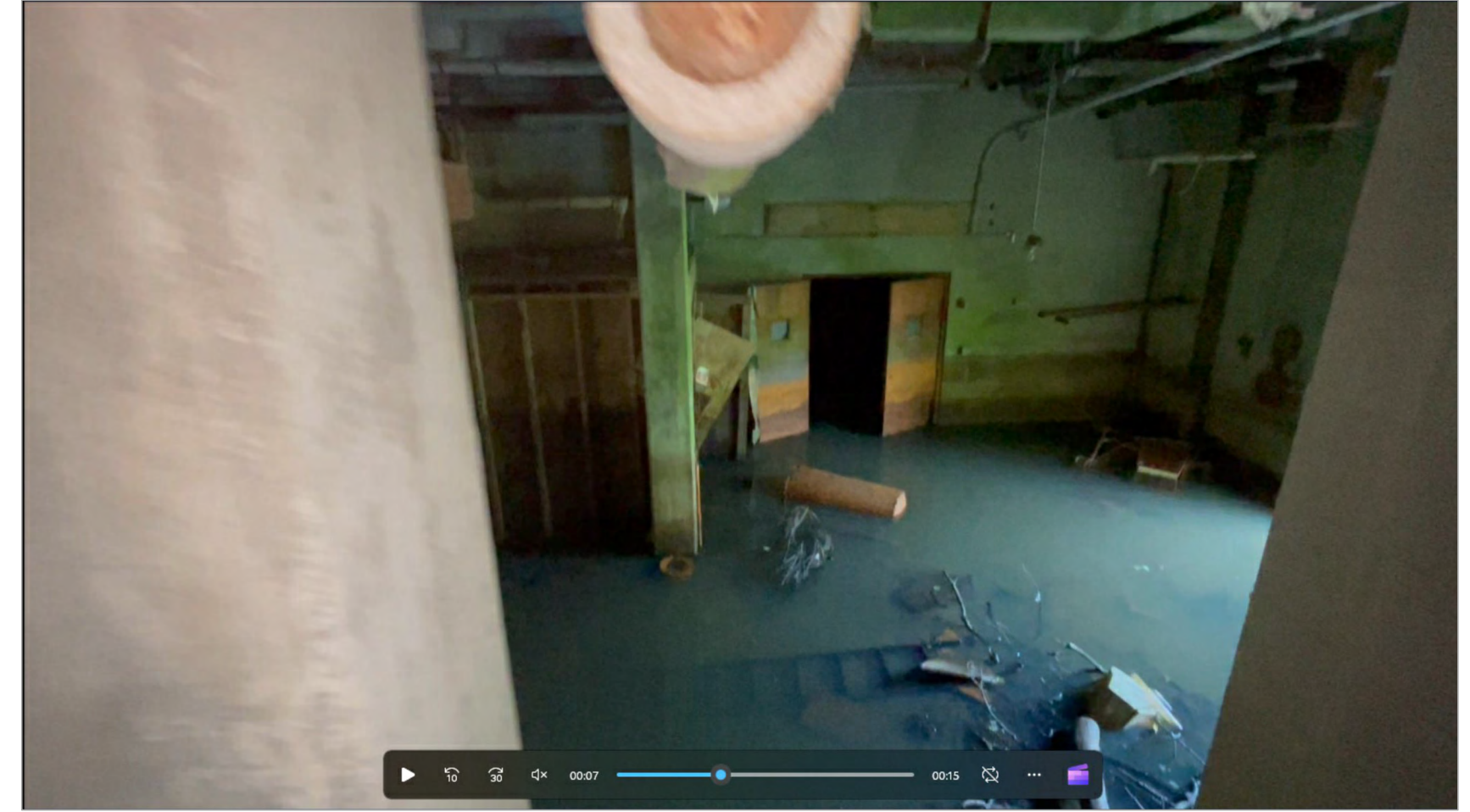


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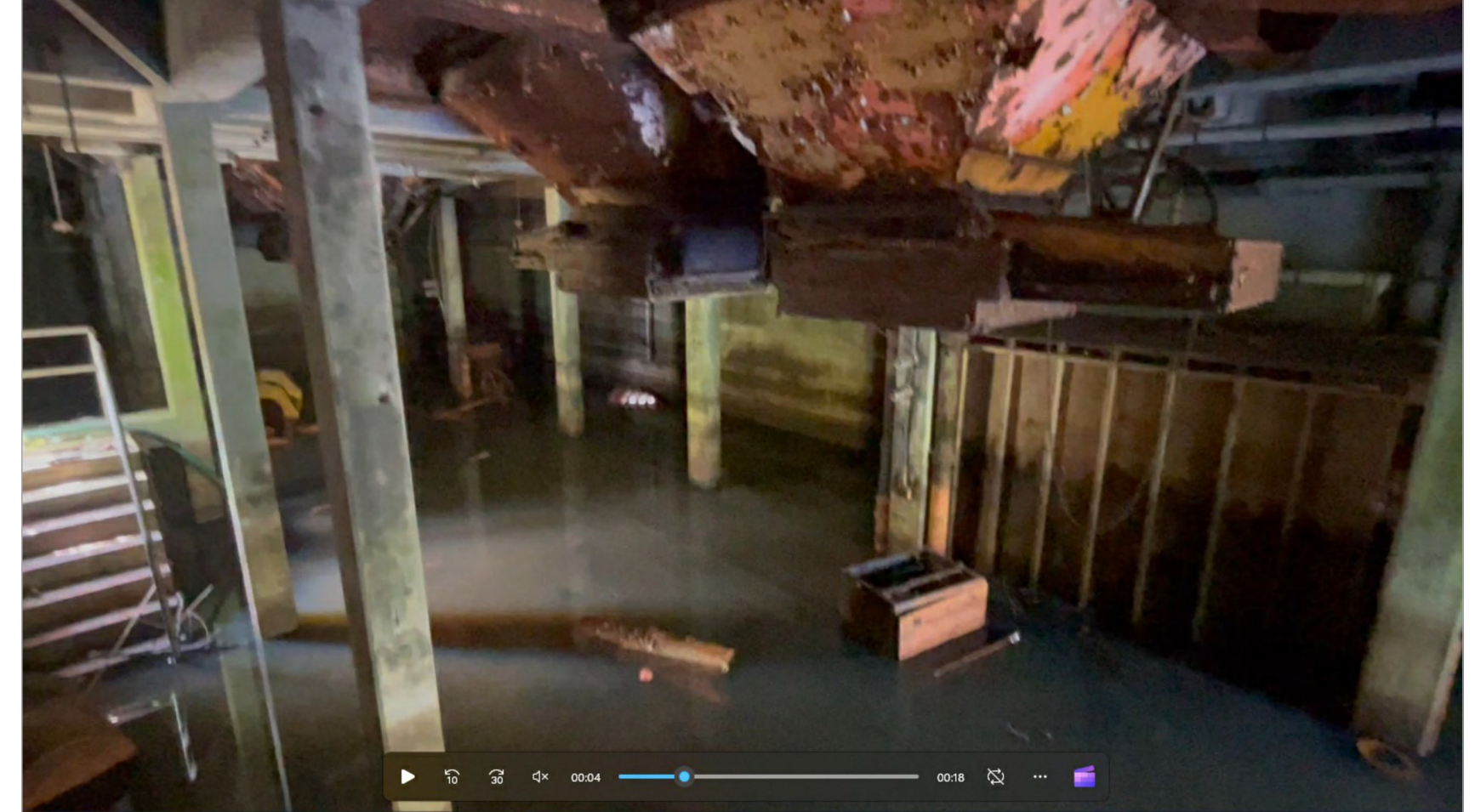


PHOTO 3



PHOTO 4

**GENERAL NOTE: ALL LOOSE CONTENT  
 IN THE BUILDING TO BE DISPOSED OF**



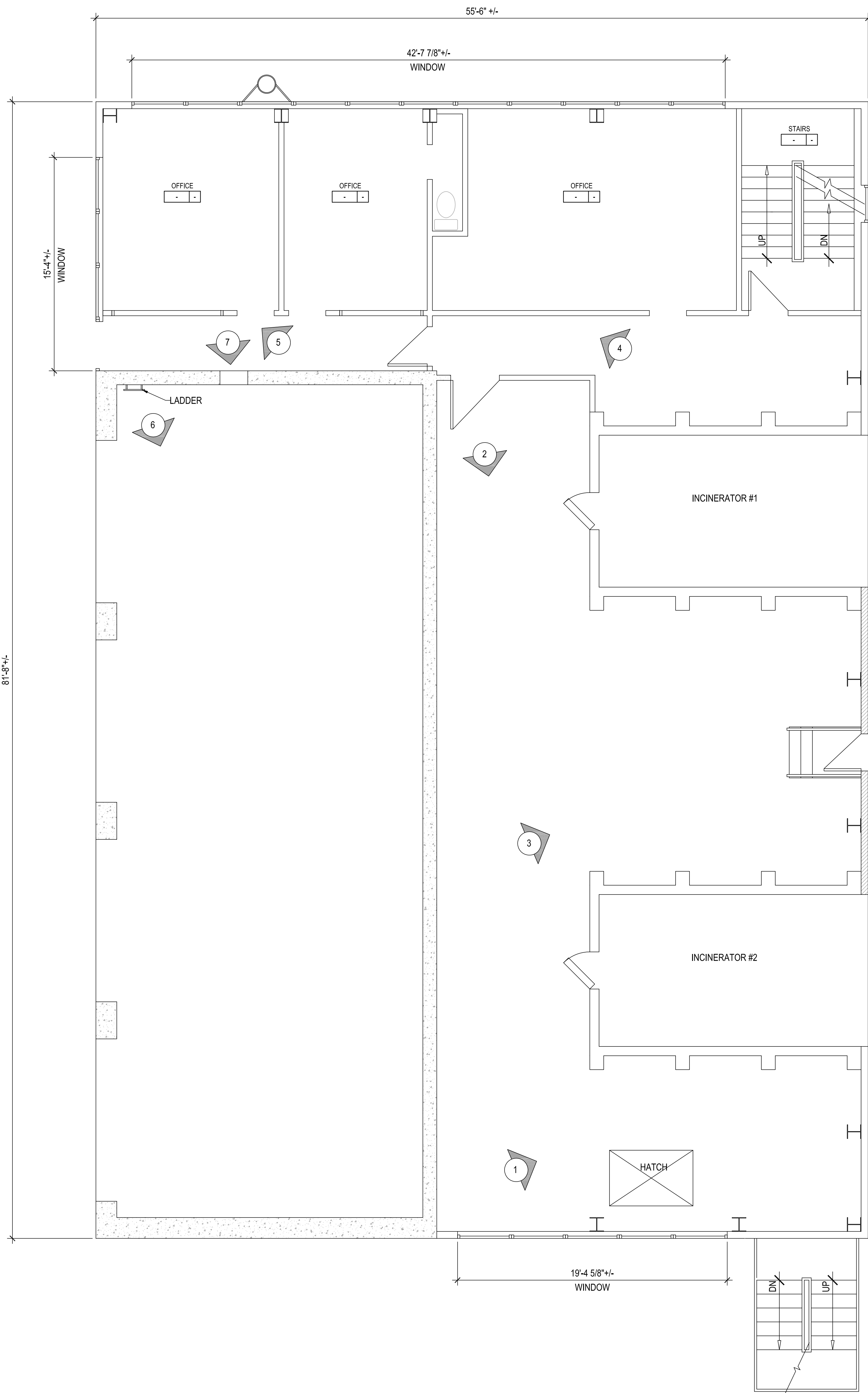


PHOTO 1



PHOTO 5



PHOTO 2



PHOTO 6



PHOTO 3



PHOTO 7

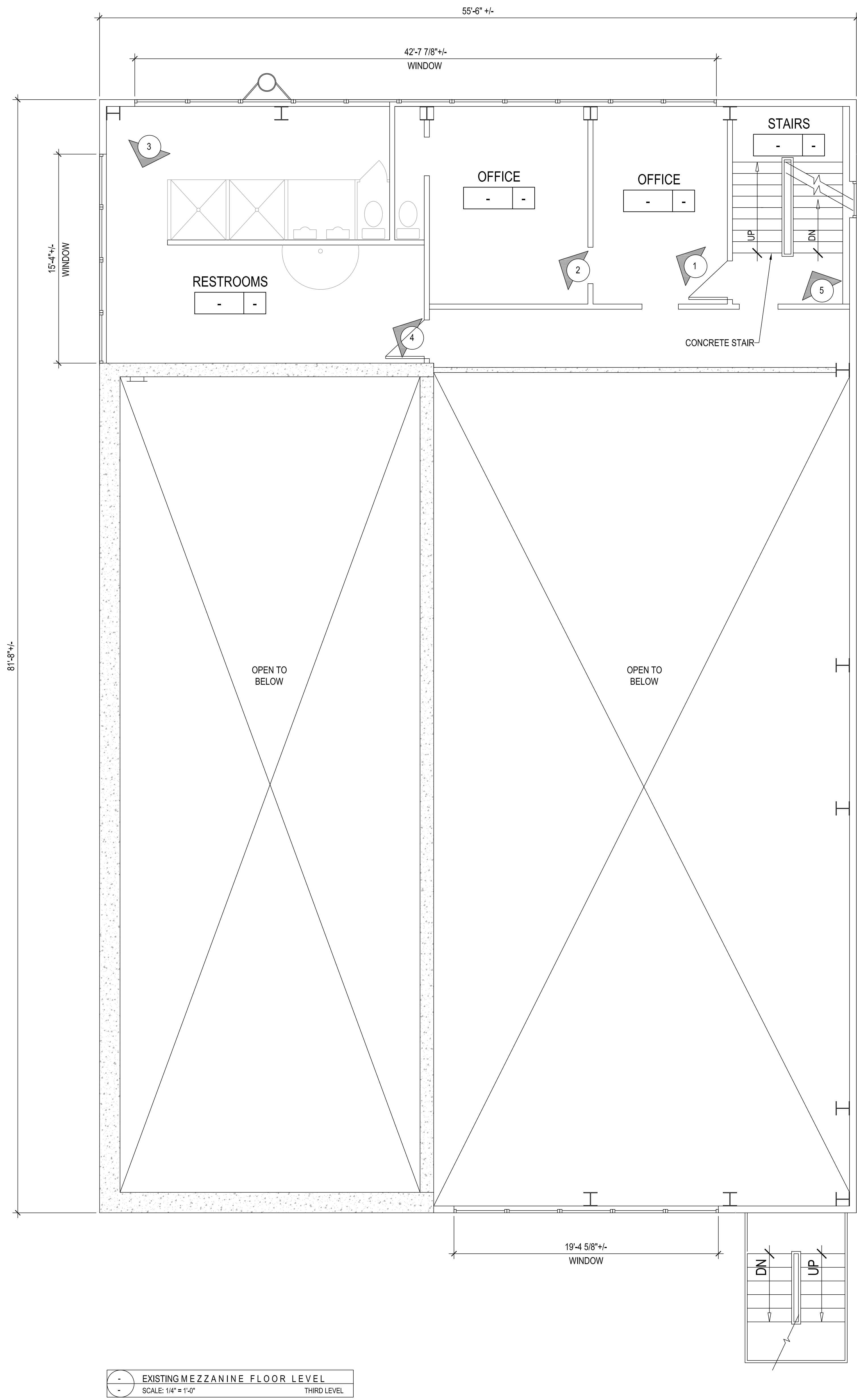


PHOTO 4

**GENERAL NOTE: ALL LOOSE CONTENT  
IN THE BUILDING TO BE DISPOSED OF**

○ OPERATING FLOOR LEVEL  
● SCALE: 1/4" = 1'-0" SECOND LEVEL





EXISTING MEZZANINE FLOOR LEVEL  
 SCALE: 1/4" = 1'-0"  
 THIRD LEVEL



PHOTO 1



PHOTO 5



PHOTO 2

**GENERAL NOTE: ALL LOOSE CONTENT  
IN THE BUILDING TO BE DISPOSED OF.**



PHOTO 3

METAL LOCKERS TO BE DISPOSED, TYP.



PHOTO 4



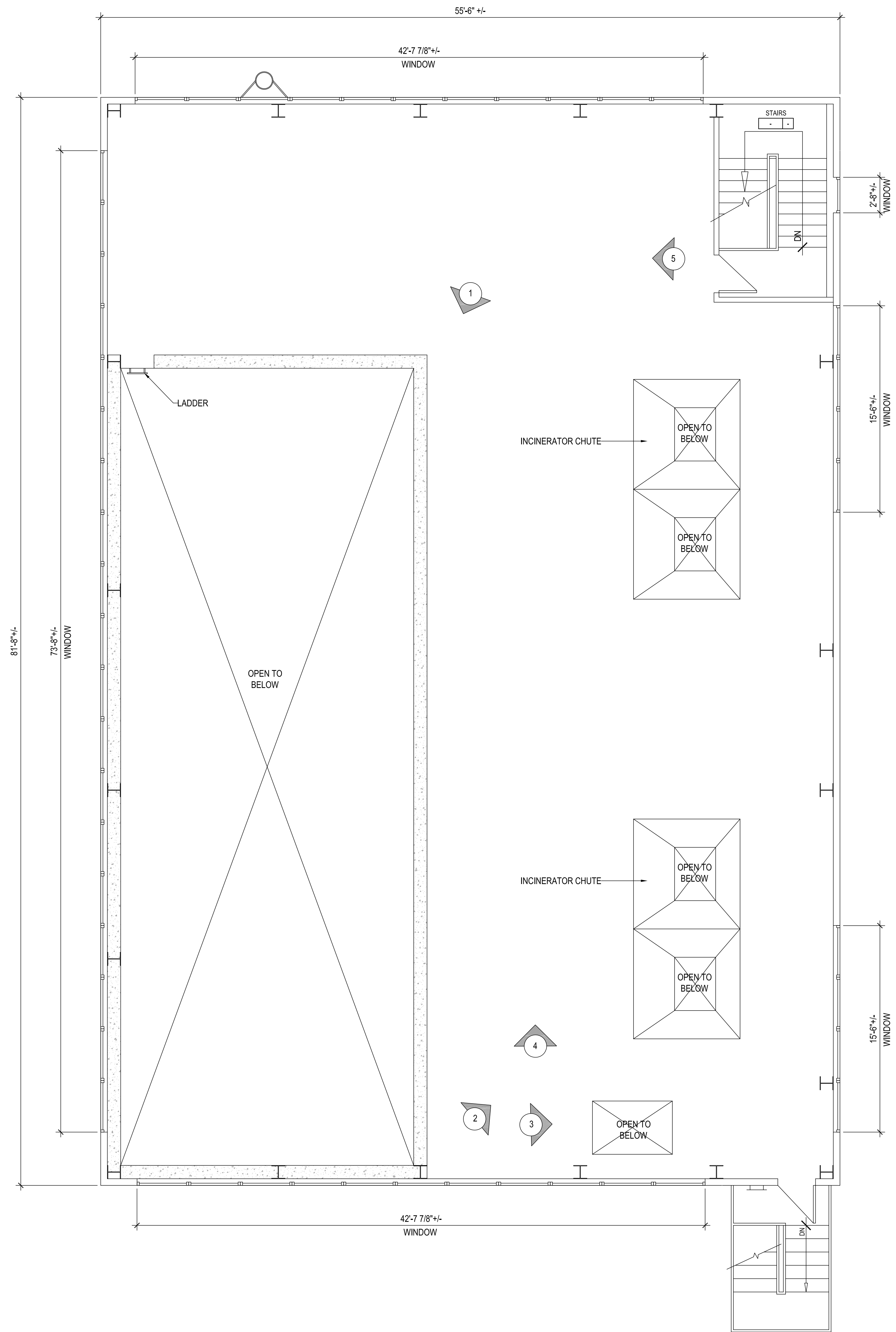


PHOTO 1



PHOTO 5



PHOTO 2

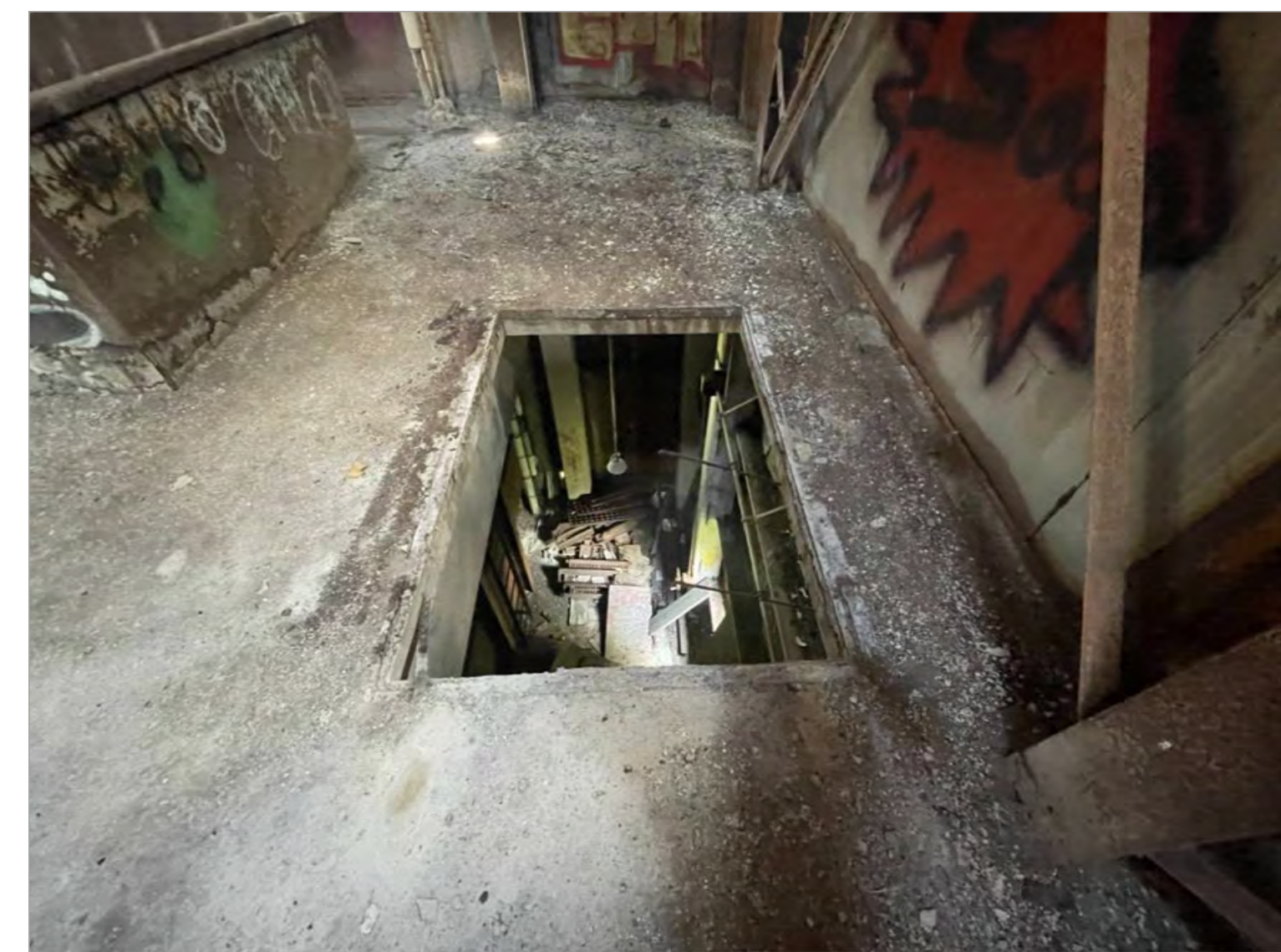


PHOTO 3

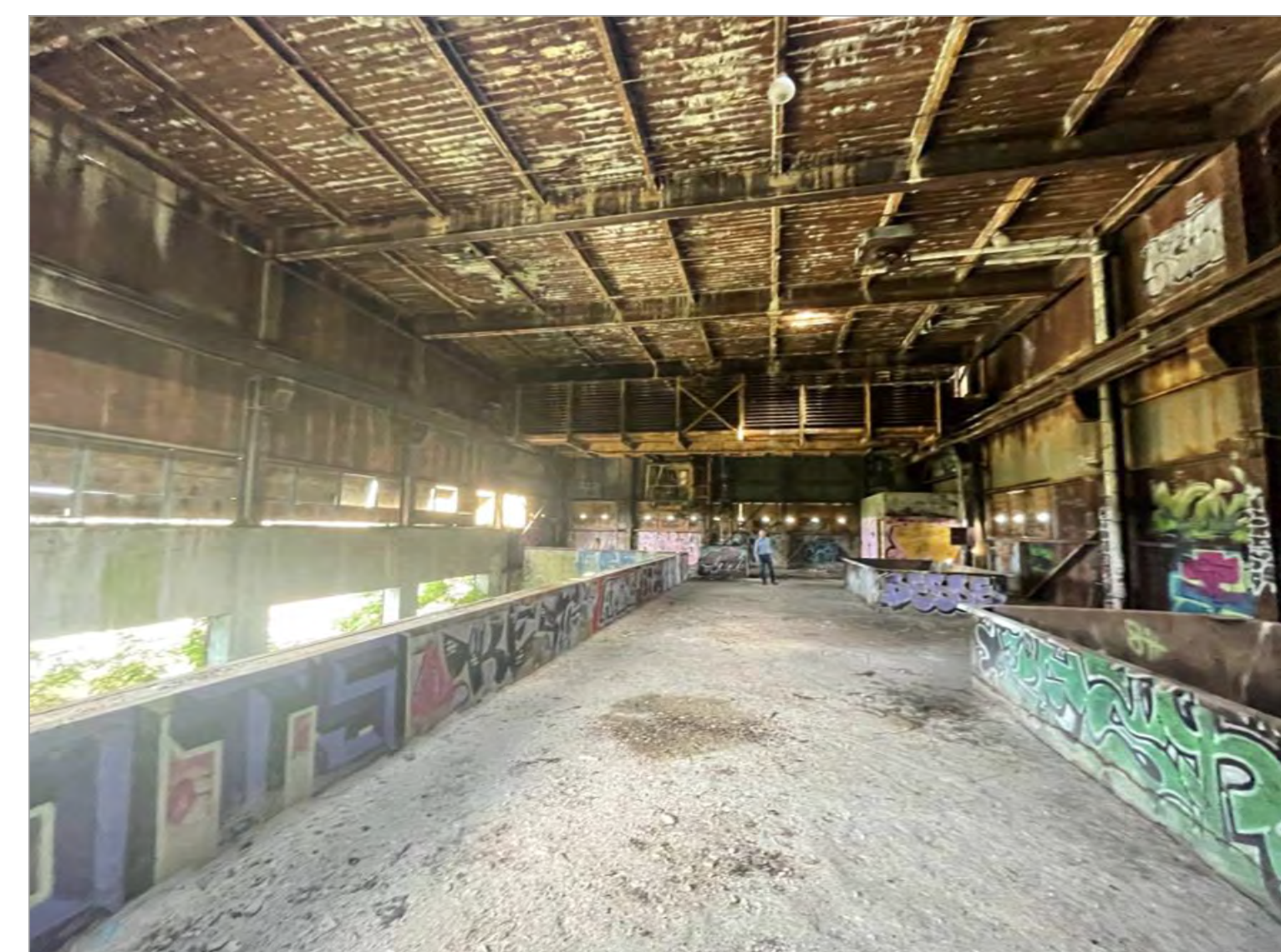
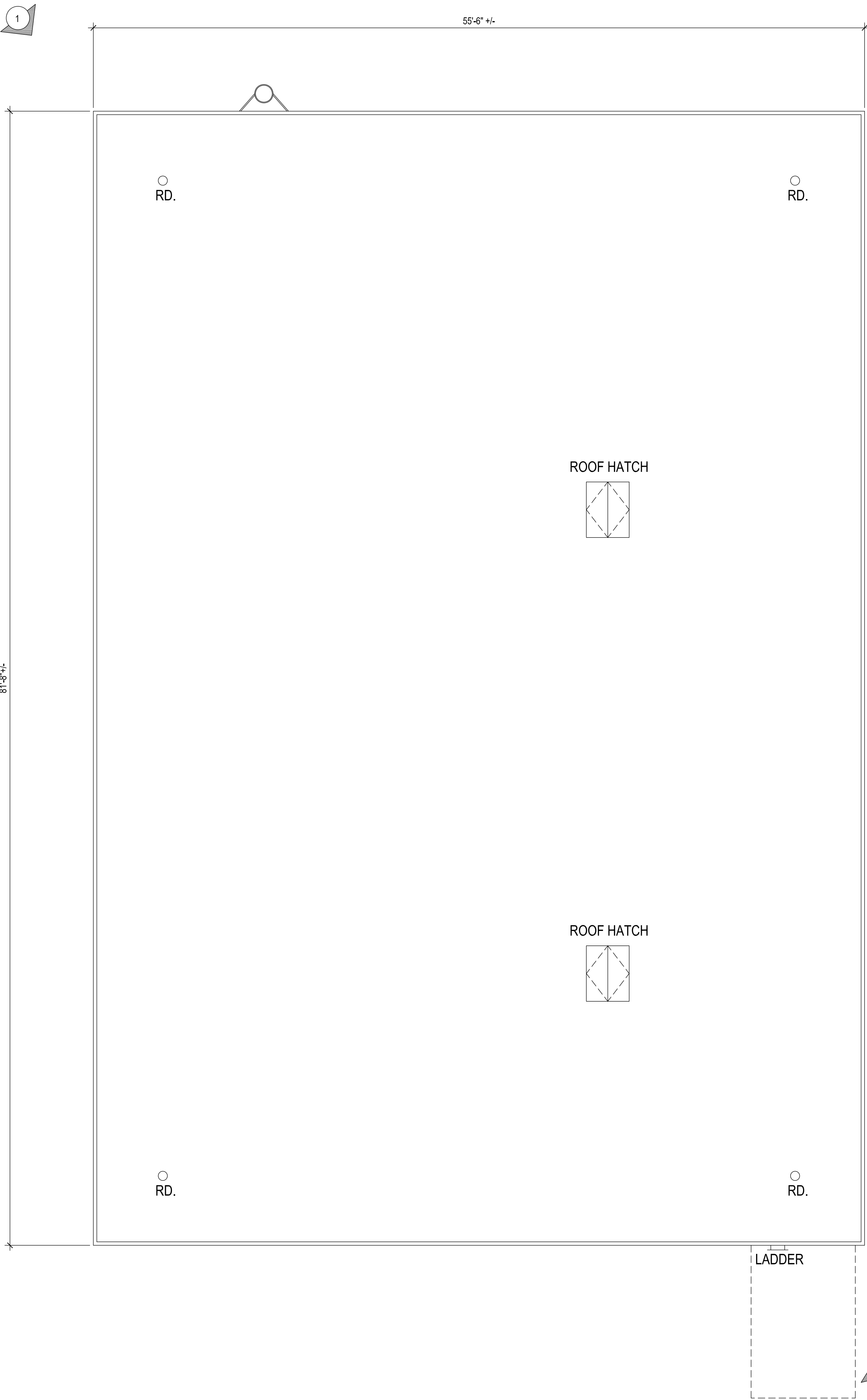


PHOTO 4

**GENERAL NOTE: ALL LOOSE CONTENT  
IN THE BUILDING TO BE DISPOSED OF-**

EXISTING CHARGING FLOOR LEVEL  
SCALE: 1/4" = 1'-0"  
FOURTH LEVEL





EXISTING ROOF PLAN  
SCALE: 1/4" = 1'-0"



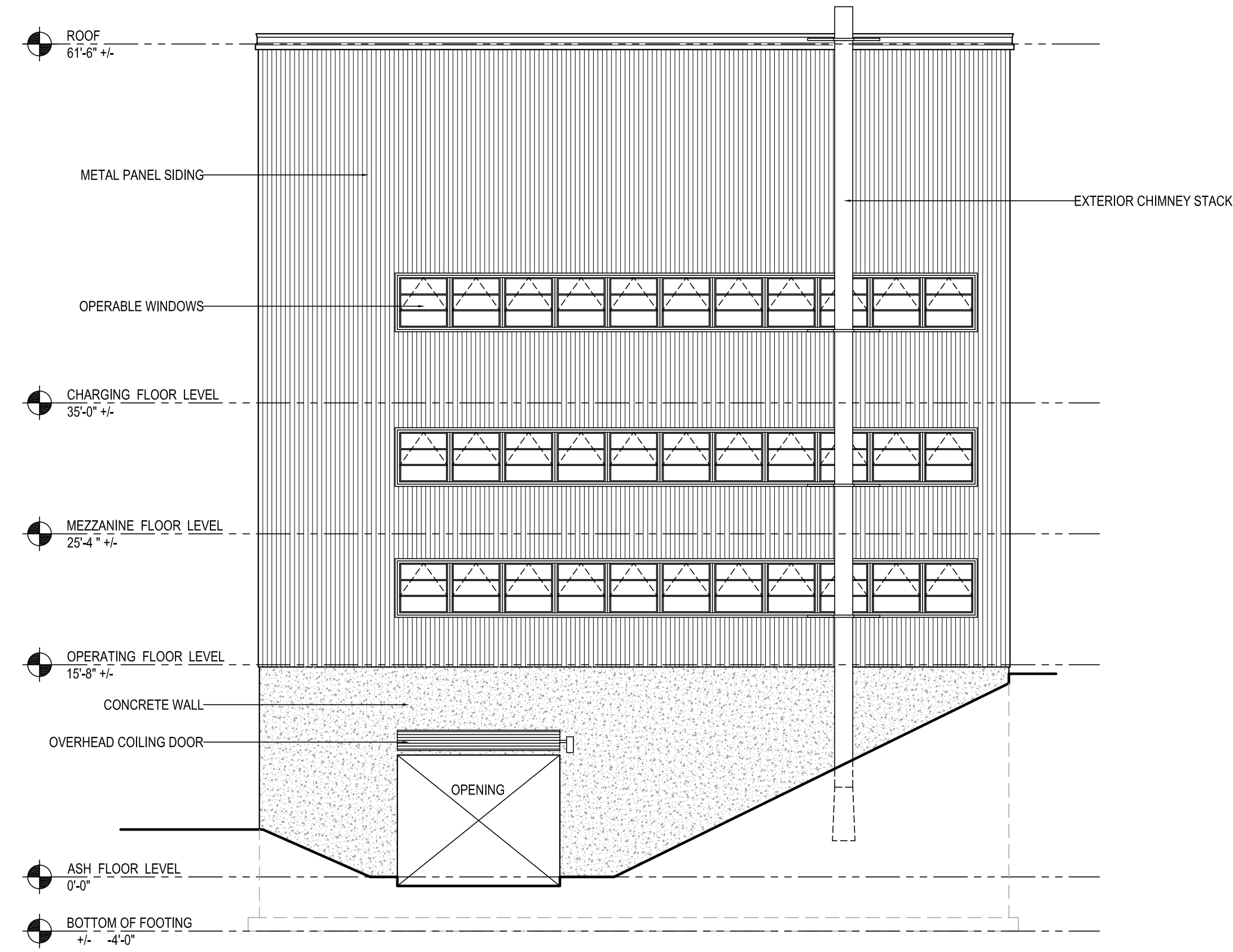
PHOTO 1



PHOTO 2

**GENERAL NOTE: REMOVE LIMITED TREES, GRUB,  
AND SHRUBS AS NEEDED TO ACCESS DEMOLITION, TYP.**

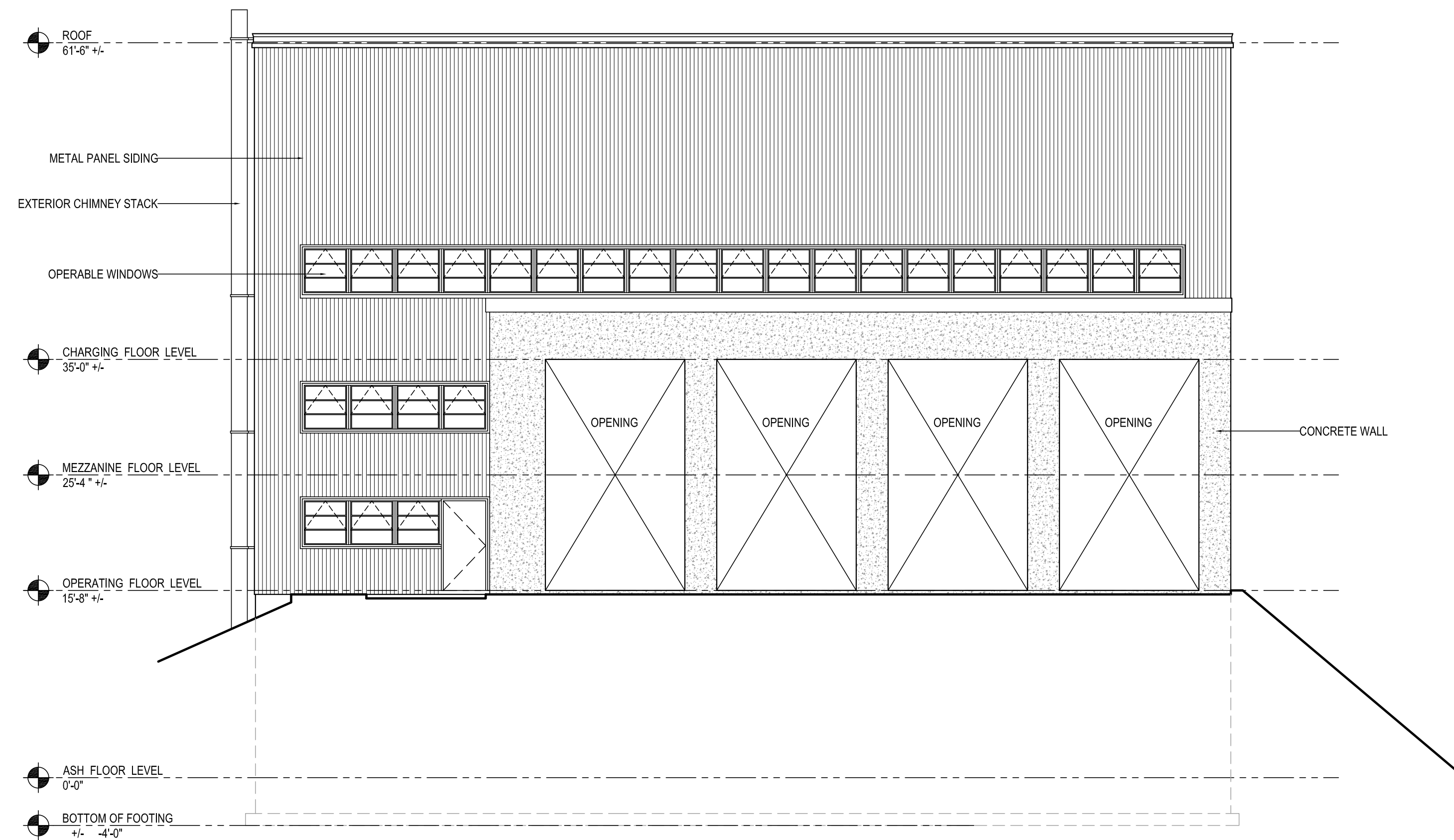




1 EXISTING NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



2 EXISTING NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



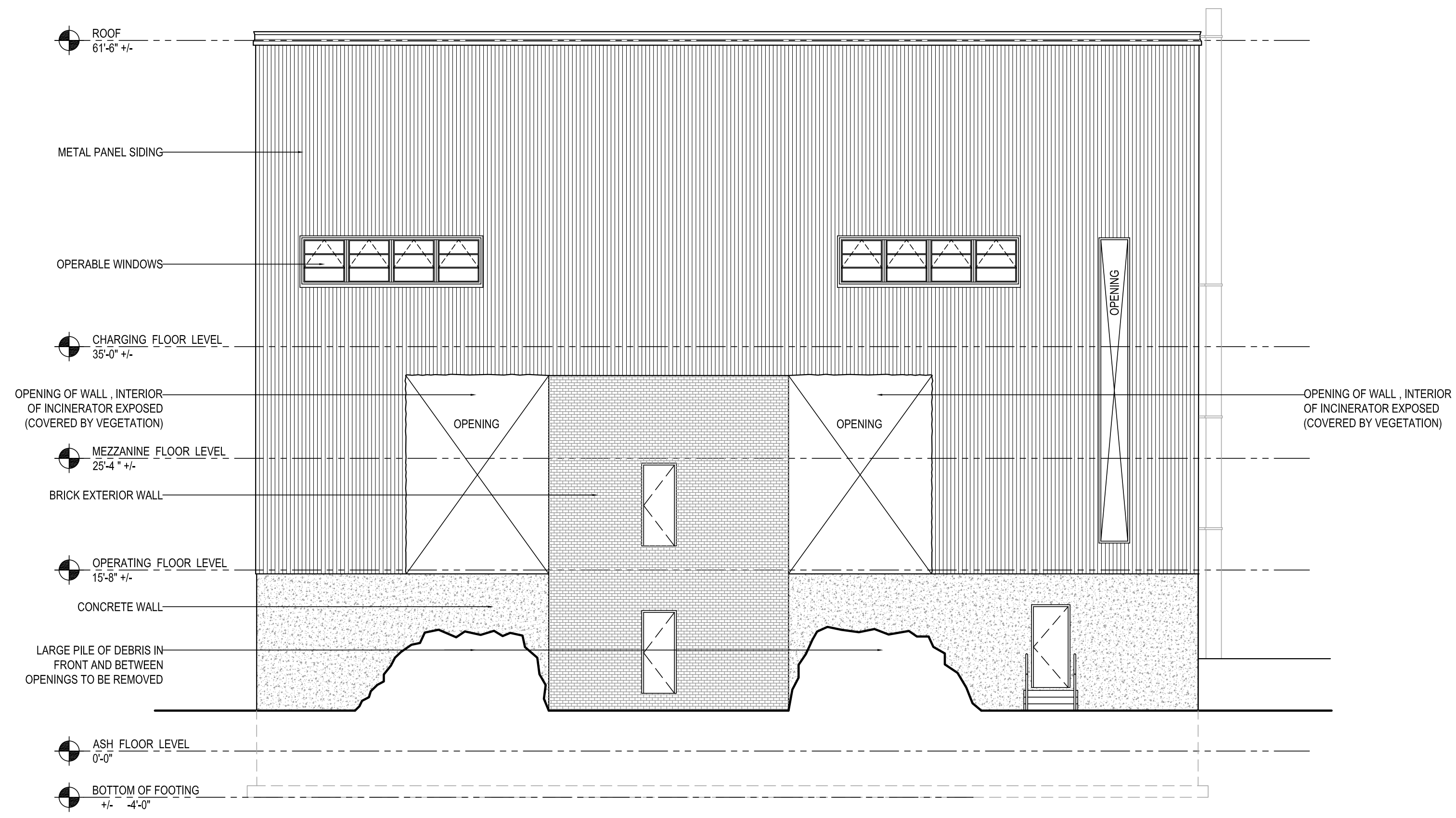
3 EXISTING WEST ELEVATION  
SCALE: 1/8" = 1'-0"



4 EXISTING WEST ELEVATION  
SCALE: 1/8" = 1'-0"

**GENERAL NOTE: LIMIT OF WORK LINE TO THE BOTTOM OF THE FOOTING, TYP.**

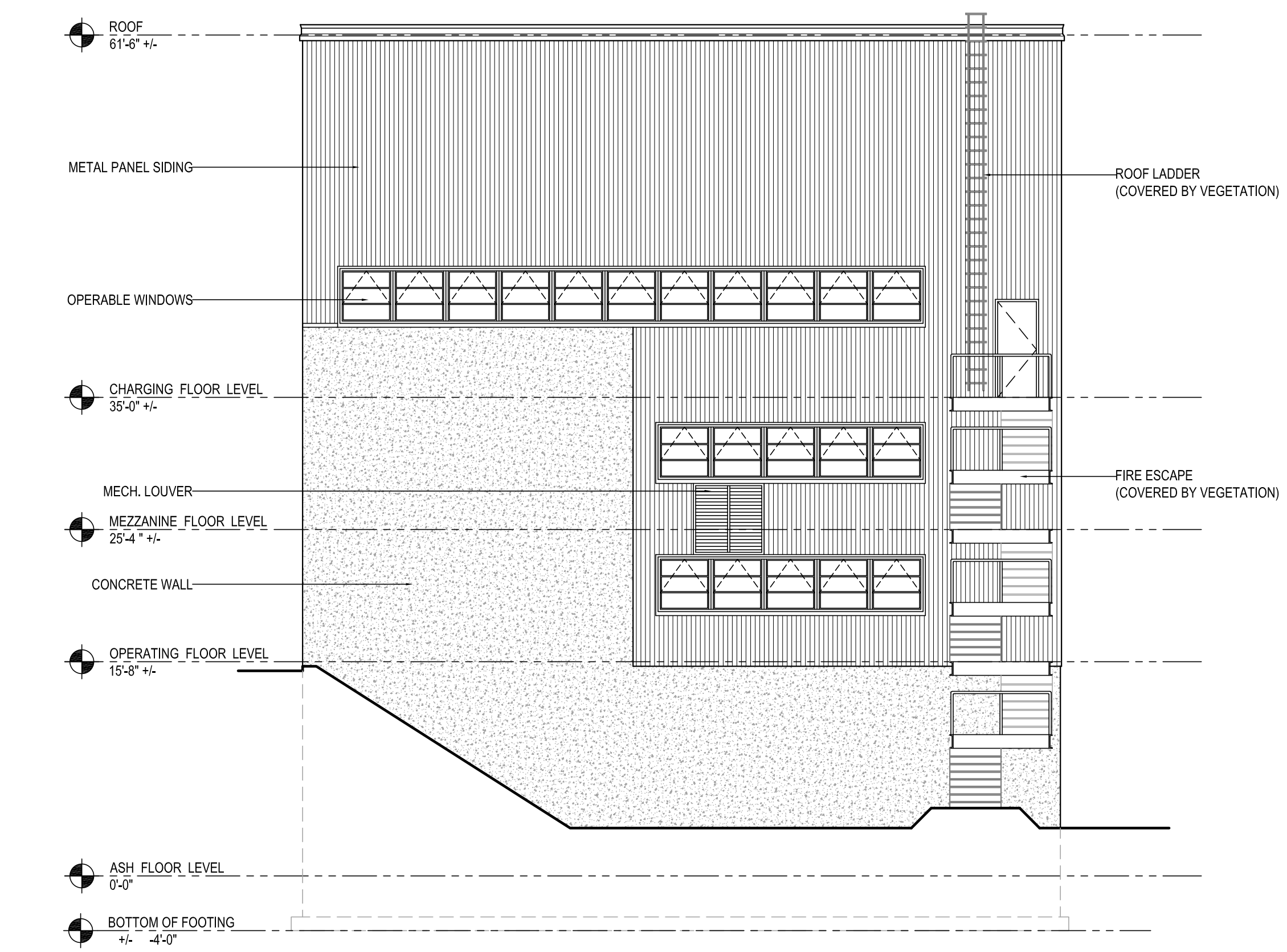




1 EXISTING EAST ELEVATION  
A2.2 SCALE: 1/8" = 1'-0"



2 EXISTING EAST ELEVATION  
A2.2 SCALE: 1/8" = 1'-0"



3 EXISTING SOUTH ELEVATION  
A2.2 SCALE: 1/8" = 1'-0"



4 EXISTING SOUTH ELEVATION  
A2.2 SCALE: 1/8" = 1'-0"

**GENERAL NOTE: LIMIT OF WORK LINE TO THE BOTTOM OF THE FOOTING, TYP.**



**GENERAL NOTE: LIMIT OF WORK LINE TO THE BOTTOM OF THE FOOTING, TYP.**

**GENERAL NOTE: DEMOLISH INCINERATOR BUILDING IN ITS ENTIRETY AND CONTENTS, TYP.**

