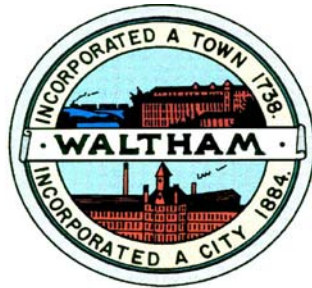


*Mayor Jeannette McCarthy
Through
The City of Waltham's
Chief Procurement Officer*

Joseph P. Pedulla



*And
Don Cusano*

*Invite
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:*

Elevator Maintenance

The general bid opening will be held: Wednesday, August 31st 2011 at 11 AM

Phone: 781-314-3244, Fax: 781-314-3245

TABLE OF CONTENTS

<u>Division</u>	<u>Section #</u>
-----------------	------------------

0 BIDDING AND CONTRACT REQUIREMENTS

Advertisement For Bids	00100
Instructions to Bidders	00200
Form of General Bid	00410
DCAM Prime/General Contractor Update Statement	
DCAM Sub-Bidder Update Statement	
Agreement	00520
Payment Bond	00615
General Conditions	00700
Attachment A – Wage Rates	00830-A
Attachment B - Excerpts from MGL 30, 82 & 149	00830-B
Attachment C – City of Waltham and Federal Equal Opportunity and Affirmative Action Program	00830-C
Attachment D - Change Orders	00830-D
Permits	00890
Appendix A Change Orders	
Appendix B	

1 SPECIFICATIONS

2 PRICE SHEET

END OF SECTION

SECTION 00100

ADVERTISEMENT FOR BIDS
City of Waltham, Massachusetts

Sealed bids for construction of **Elevator** for the City of Waltham, Massachusetts, will be received at the Office of the Chief Procurement Officer, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA 02452 until Wednesday, August 31st 2011, 11:00 a.m. prevailing time, on **Wednesday August 31st, 2011** at which time and place said bids will be publicly opened and read aloud.

DESCRIPTION HERE

The contract duration is **three (3) years executing from October 1st 2011, through September 30th 2014**

General Contractor's CATEGORY OF CERTIFICATION: **OSHA.**

Bid security for all general bidders and sub-bidders in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, is required in the amount of 5 percent of the total bid, in accordance with the conditions in Section 00200 INSTRUCTIONS TO BIDDERS.

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following:

The Office of the Chief Procurement Officer, Joseph Pedulla, City Hall, 610 Main Street, Waltham Massachusetts 02452

Copies may be obtained by calling the Office of the Chief Procurement Officer, Joseph Pedulla, located at City Hall, 610 Main Street, Waltham, Massachusetts 02452, from 8:30 a.m. to 5:30 p.m., at 781-314-3244 or by visiting the City Web Site at www.city.waltham.ma.us/purchasing/index.html

The selected contractor shall furnish a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

General Contractors shall file their bids with a copy of the certificate from Division of Capital Asset Management (DCAM) showing that they are eligible to bid on projects of this category, of this estimated project dollar amount and up to an aggregate limit, and with an Update Statement, DCAM Form CQ3 and Certificate of Eligibility, DCAM Form CQ7.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 149, Section 44A to 44J inclusive, as amended.

Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 working days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

The right is reserved by the City of Waltham to reject any or all bids as may be deemed best for the interests of the City and the City of Waltham reserves the right to waive any informalities in the bidding.

The City of Waltham Supplemental Equal Employment Opportunity, Anti-discrimination and Affirmative Action Program, including special provisions for participation by minority and women business enterprises, apply to this invitation for bids. The bidder's certification form, attachment A, must be signed by all bidders and submitted with their bids.

All bidders are hereby notified that the City of Waltham and the Federal Affirmative action requirements portion of these documents must be filled out prior to the award of the contract. They will be found in section 2B of these documents.

The successful bidder shall observe faithfully all statutory requirements and local ordinances.

The City of Waltham specifically reserves the right to delete from the Contract any of the items stipulated in the Bid should, in its opinion, such action be necessary. The City of Waltham further reserves the right, should funds be available, to add to the items stipulated in the Bid should, in its opinion, such actions be in the best interest of the City of Waltham.

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be done
3. Deposit on Documents
4. Preparation of Bid
5. Telegraphic Modification
6. Obligation of Bidder
7. Information not guaranteed
8. Bid Security
9. Time for Completion
10. Addenda and Interpretations
11. Bid Opening Procedure
12. Comparison of Bids
13. Statutes Regulating Competitive Bidding
14. Right to Reject Bid
15. Ability and Experience of Bidder
16. Conditions of Work
17. Security for Faithful Performance
18. Power of Attorney
19. Laws and Regulations
20. Liquidated Damages for Failure to Enter into Contract
21. Items and Indeterminate Items
22. CONTRACTOR Records
23. Bidder Certification – OSHA Training
24. Report of Sub-bids
25. Minimum Wage Rates
26. Guarantee
27. Safety and Health Regulations
28. Waltham EEO/AA Program

1. Receipt and Opening of Bids

The City of Waltham, Massachusetts herein called the OWNER, acting by and through its Purchasing Department will receive sealed Bids for the construction of Elevator.

Such bids addressed to the Office of the Chief Procurement Officer, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA 02452 and endorsed Bid for the construction of Elevator Maintenance will be received at Office of the Chief Procurement Officer, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA 02452, **until August 31st 2011, at 11 AM** at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated in the Specifications

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Electronic Modification

Any bidder may modify its bid by facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such electronic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

The electronic communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic communication.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the

information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter. Should the Bidder selected as the Contractor on any such work fail to execute the Contract within five days, Sundays and holidays excluded, from the date of mailing a notice to the undersigned at the address given below that the contract is ready for signature, Sundays and holidays excluded, the amount so received as a bid deposit from such bidder through his cash or treasurer's check issued by a responsible bank or trust company, or bid bond shall become and be the property of the said City of Waltham as liquidated damages; provided, that in the case of death, disability or other unforeseen circumstances affecting the bidder, such bid deposit may be returned to him. An award shall then be made to the next lowest responsible and eligible bidder thereon.

All bid deposit checks of sub-bidders except those of the sub-bidders named in the general bids of the three lowest responsible and eligible general bidders and those of the three lowest responsible and eligible sub-bidders for each subtrade, shall be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the general bids. The bid deposit checks of sub-bidders not returned pursuant to the provisions of the preceding sentence will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the execution of the general contract; except that, if a selected sub-bidder fails to perform its agreement to execute a subcontract with the general bidder selected as the general CONTRACTOR, contingent upon the execution of the general contract, or fails to furnish the performance and payment bond stated in its sub-bid if requested in the general bid, its bid security shall be forfeited.

8. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Joseph Pedulla, Chief procurement Officer City Hall, 610 Main Street, Waltham, MA 02452, or sent via FAX to (781) 314-3245 and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID (and Section 00430, if applicable).

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the unit price and the prices written in words will govern. The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in consideration of the bidder's agreements, as herein above set forth and as set forth in Section 00410, FORM OF GENERAL BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A to 44J inclusive, as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the OWNER may waive such omissions, conditions or irregularities.

In addition the OWNER may reject any and all bids if funding for the project is not appropriated by City Government.

14. Ability and Experience of Bidder

All general contractors shall file with their bids a copy of a certificate of eligibility from Division of Capital Asset Management (DCAM) showing that they are eligible to bid on projects of this category, value, and up to an aggregate limit and an update statement, DCAM Form CQ3 [Section 00410-Attachment A].

All subcontractors submitting filed sub-bids must include a valid DCAM Certificate of Eligibility and completed Sub-Bidder Update Statement [Section 00430-Attachment A] with their sub-bids.

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified herein. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 5 days, Saturdays, Sundays and legal holidays excluded, after presentment of the contract by the OWNER, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Items and Indeterminate Items

The work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

This law directs the Massachusetts Attorney General to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Minimum Wage Rates

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, 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 Rates for those trades people who may be employed for the proposed work under this contract.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Commissioner and provide them to the Contractor upon said request.

24. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

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

25. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety 'Rules and Regulations for the Prevention of Accidents in Construction Operations' (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

26. Waltham EEO/AA Program

The City of Waltham Supplemental Equal Employment Opportunity, Anti-discrimination and Affirmative Action Program, including special provisions for participation by minority and women business enterprises, apply to this invitation for bids. The bidder's certification form, attachment C, must be signed by all bidders and submitted with their bids.

All bidders are hereby notified that the City of Waltham and the Federal Affirmative action requirements portion of these documents must be filled out prior to the award of the contract. They will be found in section 2B of these documents.

27. City Ordinance. Approval of Contracts by Mayor, Sec. 3-12

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

END OF SECTION

SECTION 00410

FORM FOR GENERAL BID

To the Awarding Authority:

- A. The Undersigned proposes to furnish all labor and materials required for _____ \$
_____ the **Elevator Maintenance** project in Waltham, Massachusetts, in
accordance with the accompanying plans and specifications prepared by **Delta Beckwith**
for the contract price specified below, subject to additions and deductions according to the
terms of the specifications.
- B. This bid includes addenda numbered _____.
- C. The proposed contract price is _____ dollars and
_____ cents
(\$ _____).

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

The undersigned agrees that if it is selected as general contractor, it will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth 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 it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and

health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

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. 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 of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable Debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 180 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of the \$ 1,000.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" paragraph of Section 00800 SUPPLEMENTARY CONDITIONS.

The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every bidder (including sub-bidders) must furnish the DCAM Update Statement with the bid.

The contract will be awarded to the lowest responsible and eligible bidder.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract on the basis of the Base Bid or Base Bid plus Alternate No. 1 or the Base Bid plus Alternate No. 1 plus Alternate No. 2.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, where Federal approval is not required; and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded, after Federal approval .

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTION TO BIDDERS, has been attached to this bid.

Bank reference: _____
(Name)

(Bank) (Address) (Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the City of Waltham Supplemental Equal Employment Opportunity, Anti-discrimination and Affirmative Action Program, including special provisions for participation by minority and women business enterprises contained in this Contract. The Contractor receiving the award of this Contract shall be required to ensure each of its subcontractors comply with this program.

The undersigned _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

END OF SECTION

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the party of the first part, the City of Waltham, Massachusetts, hereinafter called "OWNER," by its MAYOR, and the party of the second part, _____ doing business as (a corporation) (a partnership) (a limited liability company) (a joint venture) (an individual)* located in the (City) (Town)* of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

Elevator Maintenance at the Municipal Building

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in this document which include all maps, plates, blue prints, and the specifications and contract documents therefore.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 180 consecutive days of the start date fixed in the Notice to Proceed.

In consideration of the foregoing promises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required but not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying Bid.

It is understood and agreed that the quantities set forth in the Bid are approximate and the actual quantity of work to be done may be more or less, as determined by the ENGINEER. The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

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

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State laws and Regulations exist, the more stringent requirement shall apply.

Subject to G.L. c.149, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.
AGREED:

_____, Massachusetts
(Owner)

By _____
Jeannette McCarthy,
Mayor
Date _____

Joseph P. Pedulla,
Chief Procurement Officer
Date _____

Paul Centofanti
City Auditor
Date _____

Don Cusano
Clerk of the Works
Date _____

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefore and that the Chief Procurement Officer, Joseph Pedulla has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

SECTION 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT

_____ AS PRINCIPAL

AND _____ AS SURETY

are held and firmly bound unto the CITY OF WALTHAM and to such persons, firms, and corporations, who may furnish materials for or perform labor on the work, construction or improvements contemplated in the Contract hereinafter mentioned, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract,

IN THE SUM OF _____ DOLLARS (\$ _____)
(lawful money of the United States of America) for the payment whereof the Contractor and the Surety of Sureties bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden

heirs, executors, administrators and assigns, shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the WASTEWATER PUMPING STATION IMPROVEMENTS PROJECT – PHASE III project and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that (except as to the Owner) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due,

AND PROVIDED, that any alterations that may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other, shall not in any way release the Contractor and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such altercations, assignment, transfer, subletting, extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, and they and each of them are hereby made obliges hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

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

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names

This _____ day of _____, 20_____.

WITNESSES:

CONTRACTOR (SEAL)

NAME _____ BY _____

ADDRESS _____ BY _____

NAME _____ BY _____

ADDRESS _____ BY _____

POWER OF ATTORNEY: Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

END OF SECTION

**SECTION 0700
GENERAL CONDITIONS**

1. INFORMATION

All information shall come from the Office of the City Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the United States of America and all agencies having jurisdiction.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period (3) one year starting October 1, 2011 ending September 30, 2014.

7. INSURANCE

WORKMAN'S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate
UMBRELLA POLICY	
General liability	\$2,000,000

8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority.

11. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

12. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

13. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

14. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed.

The Change Order must be signed and approved by the CPO PRIOR to the commencement of the change order work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17. BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18. RIGHT TO AUDIT

The Waltham Purchasing Department has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

END OF SECTION

ATTACHMENT A

PREVAILING WAGES, WAGE RATE



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.770	08/01/2011	\$46.120	12/01/2011	\$46.780
	06/01/2012	\$47.080	08/01/2012	\$47.430	12/01/2012	\$48.460
(3 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.840	08/01/2011	\$46.190	12/01/2011	\$46.850
	06/01/2012	\$47.150	08/01/2012	\$47.500	12/01/2012	\$48.530
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.960	08/01/2011	\$46.310	12/01/2011	\$46.970
	06/01/2012	\$47.270	08/01/2012	\$47.620	12/01/2012	\$48.650
ADS/SUBMERSIBLE PILOT	08/01/2010	\$103.680	08/01/2011	\$107.800		
AIR TRACK OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100		
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250				
ASPHALT RAKER	06/01/2011	\$50.350	12/01/2011	\$51.600		
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
BACKHOE/FRONT-END LOADER	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
BARCO-TYPE JUMPING TAMPER	06/01/2011	\$50.350	12/01/2011	\$51.600		
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2011	\$50.850	12/01/2011	\$52.100		
BOILER MAKER	01/01/2010	\$55.850				
APPRENTICE: BOILERMAKER - Local 29						
Ratio Step	1	2	3	4	5	6
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00
	90.00	95.00				
Apprentice wages shall be no less than the following:						
Step	1	2	3	4	5	6
	\$42.66	\$42.66	\$44.54	\$46.43	\$48.31	\$50.20
	\$52.08	\$53.97				
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2011	\$70.900	08/01/2011	\$73.000	02/01/2012	\$73.990
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Waltham						
Ratio Step	1	2	3	4	5	
1:5 %	50.00	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step	1	2	3	4	5	6
	\$48.30	\$52.82	\$57.34	\$61.86	\$66.38	
BULLDOZER/GRADER/SCRAPER	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500		
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350		
CARBIDE CORE DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
CARPENTER	03/01/2011	\$56.230	09/01/2011	\$57.360	03/01/2012	\$58.480

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification

Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	Effective Dates	Total Rates
APPRENTICE: CARPENTER - Zone 2 Eastern MA												
	1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:												
Step 1\$26.27/2\$29.47/3\$41.91/4\$43.51/5\$46.68/6\$46.68/7\$51.46/8\$50.87												
CEMENT MASONRY/PLASTERING											02/01/2011	\$69.150
											08/01/2011	\$70.770
											02/01/2012	\$71.540
CHAIN SAW OPERATOR											06/01/2011	\$50.350
											12/01/2011	\$51.600
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES											06/01/2011	\$62.290
											12/01/2011	\$62.920
											06/01/2012	\$63.490
											12/01/2012	\$64.110
											06/01/2013	\$64.890
											12/01/2013	\$65.670
COMPRESSOR OPERATOR											06/01/2011	\$49.910
											12/01/2011	\$50.350
											06/01/2012	\$50.740
											12/01/2012	\$51.190
											06/01/2013	\$51.740
											12/01/2013	\$52.290
DELEADER (BRIDGE)											07/01/2011	\$65.410
											01/01/2012	\$66.410
											07/01/2012	\$67.410
											01/01/2013	\$68.410
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS												
	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:												
Steps are 750 hrs. Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05												
DEMO: ADZEMAN											06/01/2011	\$50.100
											12/01/2011	\$51.350
DEMO: BACKHOE/LOADER/HAMMER OPERATOR											06/01/2011	\$51.100
											12/01/2011	\$52.350
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator												
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1\$38.28/2\$41.49/3\$44.69/4\$47.90												
DEMO: BURNERS											06/01/2011	\$50.850
											12/01/2011	\$52.100
APPRENTICE: LABORER Demo Burners												
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice Wages shall be no less than the following:												
Step 1\$38.13/2\$41.31/3\$44.49/4\$47.67												
DEMO: CONCRETE CUTTER/SAWYER											06/01/2011	\$51.100
											12/01/2011	\$52.350
DEMO: JACKHAMMER OPERATOR											06/01/2011	\$50.850
											12/01/2011	\$52.100
DEMO: WRECKING LABORER											06/01/2011	\$50.100
											12/01/2011	\$51.350
APPRENTICE: LABORER Demo Wrecking Laborer												
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1\$37.68/2\$40.79/3\$43.89/4\$47.00												

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification	Effective Dates and Total Rates											
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120						
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290						
DIVER	08/01/2010	\$77.520	08/01/2011	\$80.270								
DIVER TENDER	08/01/2010	\$62.570	08/01/2011	\$65.320								
DIVER TENDER (EFFLUENT)	08/01/2010	\$81.250	08/01/2011	\$85.380								
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$103.680	08/01/2011	\$107.800								
ELECTRICIAN	03/01/2011	\$68.290										
APPRENTICE: ELECTRICIAN - Local 103												
Ratio	Step	1	2	3	4	5	6	7	8	9	10	
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80						
1\$37.38/2\$37.38/3\$44.81/4\$44.81/5\$46.95/6\$49.08/7\$51.22/8\$53.35/9\$55.49/10\$57.62												
ELEVATOR CONSTRUCTOR	01/01/2011	\$66.690	01/01/2012	\$68.190								
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4												
Ratio	Step	1	2	3	4	5						
1:1	%	50.00	55.00	65.00	70.00	80.00						
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
Step 1\$34.26/2\$43.76/3\$48.86/4\$51.41/5\$56.50												
ELEVATOR CONSTRUCTOR HELPER	01/01/2011	\$52.830	01/01/2012	\$54.330								
FENCE & GUARD RAIL ERECTOR	06/01/2011	\$50.350	12/01/2011	\$51.600								
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	05/01/2011	\$59.380										
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	05/01/2011	\$42.930										
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	05/01/2011	\$60.770										
FIRE ALARM INSTALLER	03/01/2011	\$68.290										
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	03/01/2011	\$56.300										
FIREMAN (ASST. ENGINEER)	06/01/2011	\$55.100	12/01/2011	\$55.630	06/01/2012	\$56.100						
	12/01/2012	\$56.630	06/01/2013	\$57.280	12/01/2013	\$57.940						
FLAGGER & SIGNALER	06/01/2011	\$39.550	12/01/2011	\$39.550								
FLOORCOVERER	03/01/2011	\$61.110	09/01/2011	\$62.360	03/01/2012	\$63.610						
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1												
Ratio	Step	1	2	3	4	5	6	7	8			
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00			
Apprentice rates shall be no less than the following:						Steps are 750 hrs.						
Step 1\$28.38/2\$30.17/3\$41.41/4\$43.20/5\$46.78/6\$48.57/7\$52.15/8\$53.95												
FORK LIFT/CHERRY PICKER	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490						
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2011	\$49.910	12/01/2011	\$50.350	06/01/2012	\$50.740						
	12/01/2012	\$51.190	06/01/2013	\$51.740	12/01/2013	\$52.290						

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification	Effective Dates and Total Rates							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910		
	01/01/2013	\$57.910						
APPRENTICE: GLAZIER - Local 35 Zone 2								
Ratio Step	1	2	3	4	5	6	7	8
1:1 %	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:	Steps are 750 hrs.							
Step 1	\$24.06/2	\$28.79/3	\$30.70/4	\$32.60/5	\$43.00/6	\$44.87/7	\$46.78/8	\$50.60
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
APPRENTICE: HOIST/PORT. ENG.- Local 4								
Ratio Step	1	2	3	4	5	6	7	8
1:6 %	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:								
Step 1	\$31.50/2	\$45.65/3	\$47.61/4	\$49.56/5	\$51.52/6	\$53.47/7	\$55.43/8	\$57.38
HVAC (DUCTWORK)	02/01/2011	\$65.170	08/01/2011	\$66.740	02/01/2012	\$67.990		
	08/01/2012	\$69.240	02/01/2013	\$70.490				
HVAC (ELECTRICAL CONTROLS)	03/01/2011	\$68.290						
HVAC (TESTING AND BALANCING - AIR)	02/01/2011	\$65.170	08/01/2011	\$66.740	02/01/2012	\$67.990		
	08/01/2012	\$69.240	02/01/2013	\$70.490				
HVAC (TESTING AND BALANCING -WATER)	09/01/2010	\$68.730						
HVAC MECHANIC	09/01/2010	\$68.730						
HYDRAULIC DRILLS	06/01/2011	\$50.850	12/01/2011	\$52.100				
INSULATOR (PIPES & TANKS)	09/01/2010	\$61.660						
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston								
Ratio Step	1	2	3	4				
1:4 %	50.00	60.00	70.00	80.00				
Apprentice wages shall be no less than the following:	Steps are 1 year							
Step 1	\$37.34/2	\$42.20/3	\$47.07/4	\$51.93				
IRONWORKER/WELDER	03/16/2011	\$61.930	09/16/2011	\$62.930	03/16/2012	\$63.930		
	09/16/2012	\$64.930	03/16/2013	\$66.180				
APPRENTICE: IRONWORKER - Local 7 Boston								
Ratio Step	1	2	3	4	5	6		
** %	60.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:	** Structural 1:6; Ornamental 1:4							
Step 1	\$47.42/2	\$51.05/3	\$52.86/4	\$54.67/5	\$56.49/6	\$58.30		
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600				
LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification

Effective Dates and Total Rates

APPRENTICE: LABORER - Zone 1										
Ratio	Step	1	2	3	4					
1:5	%	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following:										
Step 1\$37.68/2\$40.79/3\$43.89/4\$47.00										
LABORER: CARPENTER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: CEMENT FINISHER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: MASON TENDER						06/01/2011	\$50.350	12/01/2011	\$51.600	
LABORER: MULTI-TRADE TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: TREE REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350	
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.										
LASER BEAM OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600	
MARBLE & TILE FINISHERS						03/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012 \$61.740
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile										
Ratio	Step	1	2	3	4	5				
1:3	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following: Steps are 800 hrs.										
Step 1\$41.98/2\$45.43/3\$48.89/4\$52.35/5\$55.81										
MARBLE MASONS, TILELAYERS & TERRAZZO MECH						03/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012 \$74.030
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile										
Ratio	Step	1	2	3	4	5				
1:3	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:										
Step 1\$48.32/2\$52.84/3\$57.37/4\$61.89/5\$66.42										
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)						07/01/2011	\$30.290			
MECH. SWEEPER OPERATOR (ON CONST. SITES)						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012 \$62.120
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013 \$64.290
MECHANICS MAINTENANCE						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012 \$62.120
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013 \$64.290
MILLWRIGHT (Zone 1)						04/01/2011	\$57.850			
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice wages shall be no less than the following:										
Step 1\$37.10/2\$38.77/3\$42.04/4\$43.72/5\$46.19/6\$47.87/7\$50.35/8\$52.02										
MORTAR MIXER						06/01/2011	\$50.350	12/01/2011	\$51.600	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification	Effective Dates and Total Rates									
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2011	\$43.340	12/01/2011	\$43.680	06/01/2012	\$43.960				
	12/01/2012	\$44.300	06/01/2013	\$44.720	12/01/2013	\$45.140				
OILER (TRUCK CRANES, GRADALLS)	06/01/2011	\$46.520	12/01/2011	\$46.910	06/01/2012	\$47.250				
	12/01/2012	\$47.640	06/01/2013	\$48.120	12/01/2013	\$48.610				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120				
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290				
PAINTER (BRIDGES/TANKS)	07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410				
	01/01/2013	\$68.410								
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05										
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2011	\$56.310	01/01/2012	\$57.310	07/01/2012	\$58.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2013	\$59.310								
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$24.76/2\$29.56/3\$31.54/4\$33.51/5\$43.98/6\$45.92/7\$47.90/8\$51.86										
PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2011	\$54.370	01/01/2012	\$55.370	07/01/2012	\$56.370				
	01/01/2013	\$57.370								
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$23.79/2\$28.49/3\$30.37/4\$32.25/5\$42.62/6\$44.47/7\$46.35/8\$50.11										
PAINTER (TRAFFIC MARKINGS)	06/01/2011	\$50.100	12/01/2011	\$51.350						
PAINTER / TAPER (BRUSH, NEW) *	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2013	\$57.910								
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$24.06/2\$28.79/3\$30.70/4\$32.60/5\$43.00/6\$44.87/7\$46.78/8\$50.60										
PAINTER / TAPER (BRUSH, REPAINT)	07/01/2011	\$52.970	01/01/2012	\$53.970	07/01/2012	\$54.970				
	01/01/2013	\$55.970								

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification

Effective Dates and Total Rates

APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$23.09/2\$27.72/3\$29.53/4\$31.34/5\$41.64/6\$43.42/7\$45.23/8\$48.85										
PANEL & PICKUP TRUCKS DRIVER					06/01/2011	\$45.600	08/01/2011	\$45.950	12/01/2011	\$46.610
					06/01/2012	\$46.910	08/01/2012	\$47.260	12/01/2012	\$48.290
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)					08/01/2010	\$62.570	08/01/2011	\$65.320		
PILE DRIVER					08/01/2010	\$62.570	08/01/2011	\$65.320		
APPRENTICE: PILE DRIVER - Local 56 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00	
Apprentice wages shall be no less than the following:										
Step 1\$47.62/2\$49.49/3\$51.36/4\$53.23/5\$55.10/6\$56.96/7\$58.83/8\$60.70										
PIPEFITTER & STEAMFITTER					09/01/2010	\$68.730				
APPRENTICE: PIPEFITTER - Local 537										
Ratio	Step	1	2	3	4	5				
**	%	40.00	45.00	60.00	70.00	80.00				
Apprentice Rates-Step1\$33.44/2\$43.38/3\$50.29/4\$54.90/5\$59.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.				
Refrig/AC Mechanic **1:1;2:2;4:3;6:4;8:5;10:6;12:7;14:8;17:9;20:10;23(Max)										
PIPELAYER					06/01/2011	\$50.350	12/01/2011	\$51.600		
PLUMBERS & GASFITTERS					03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
					09/01/2012	\$70.300	03/01/2013	\$71.550		
APPRENTICE: PLUMBER - Local 12										
Ratio	Step	1	2	3	4	5				
**	%	35.00	40.00	55.00	65.00	75.00				
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr				
Step 1\$30.01/2\$32.89/3\$41.54/4\$47.31/ 4w/lic\$50.20 /5\$53.09/ 5w/lic\$55.98										
PNEUMATIC CONTROLS (TEMP.)					09/01/2010	\$68.730				
PNEUMATIC DRILL/TOOL OPERATOR					06/01/2011	\$50.350	12/01/2011	\$51.600		
POWDERMAN & BLASTER					06/01/2011	\$51.100	12/01/2011	\$52.350		
POWER SHOVEL/DERRICK/TRENCHING MACHINE					06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
					12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
PUMP OPERATOR (CONCRETE)					06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
					12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
PUMP OPERATOR (DEWATERING, OTHER)					06/01/2011	\$49.910	12/01/2011	\$50.350	06/01/2012	\$50.740
					12/01/2012	\$51.190	06/01/2013	\$51.740	12/01/2013	\$52.290
READY-MIX CONCRETE DRIVER					05/01/2011	\$41.690				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification	Effective Dates and Total Rates					
RECLAIMERS	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	\$48.420				
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2011	\$36.810				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.						
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2						
Ratio	Step	1	2	3	4	5
1:5	%	60.00	60.00	65.00	70.00	75.00
						80.00
						85.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1 \$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39						
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
ROLLER/SPREADER/MULCHING MACHINE	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	02/01/2011	\$54.860	08/01/2011	\$56.860	02/01/2012	\$57.860
	08/01/2012	\$58.860	02/01/2013	\$59.860		
APPRENTICE: ROOFER - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.						
Apprentice rates no less than: Step 1\$30.41/2\$40.64/3\$42.41/4\$45.97/5\$49.53						
ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2011	\$55.110	08/01/2011	\$57.110	02/01/2012	\$58.110
	08/01/2012	\$59.110	02/01/2013	\$60.110		
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
Apprentices wages shall be paid no less than the following:						
Step 1\$30.54/2\$40.79/3\$42.58/4\$46.16/5\$49.74						
SHEETMETAL WORKER	02/01/2011	\$65.170	08/01/2011	\$66.740	02/01/2012	\$67.990
	08/01/2012	\$69.240	02/01/2013	\$70.490		
APPRENTICE: SHEET METAL WORKER - Local 17-A						
Ratio	Step	1	2	3	4	5
1:4	%	40.00	45.00	50.00	60.00	65.00
						75.00
						85.00
Apprentice wages shall be no less than the following:						
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.						
Step 1\$28.86/2\$34.49/3\$37.38/4\$42.38/5\$45.01/6\$50.27/7\$55.03						
SIGN ERECTOR	06/01/2009	\$37.780				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification

Effective Dates and Total Rates

APPRENTICE: SIGN ERECTOR - Local 35 Zone 2												
Ratio	Step	1	2	3	4	5	6	7	8	9		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 4 mos.						
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30												
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070	
						06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750	
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						06/01/2011	\$46.350	08/01/2011	\$46.700	12/01/2011	\$47.360	
						06/01/2012	\$47.660	08/01/2012	\$48.010	12/01/2012	\$49.040	
SPRINKLER FITTER						01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500	
						03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400	
						03/01/2013	\$74.400					
APPRENTICE: SPRINKLER FITTER - Local 550												
Ratio	Step	1	2	3	4	5	6	7	8	9	10	
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice wages shall be no less than the following steps:												
1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15												
STEAM BOILER OPERATOR						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120	
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290	
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120	
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290	
TELECOMMUNICATION TECHNICIAN						03/01/2011	\$56.300					
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103												
Ratio	Step	1	2	3	4	5	6	7	8			
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00			
Apprentice wages shall be no less than the following:												
Step 1\$37.09/2\$38.69/3\$40.30/4\$41.89/5\$43.49/6\$45.10/7\$48.30/8\$49.90												
TERRAZZO FINISHERS						03/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930	
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile												
Ratio	Step	1	2	3	4	5						
1:3	%	50.00	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:						Steps are 800 hrs.						
Step 1\$47.77/2\$52.18/3\$56.60/4\$61.01/5\$65.43												
TEST BORING DRILLER						06/01/2011	\$51.500	12/01/2011	\$52.750			
TEST BORING DRILLER HELPER						06/01/2011	\$50.220	12/01/2011	\$51.470			
TEST BORING LABORER						06/01/2011	\$50.100	12/01/2011	\$51.350			
TRACTORS/PORTABLE STEAM GENERATORS						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120	
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Waltham

Contract Number:

City/Town: WALTHAM

Description of Work: Elevator Repair Service Works at Waltham Municipal Buildings

Job Location: Waltham Municipal Buildings

Classification	Effective Dates and Total Rates					
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2011	\$46.640	08/01/2011	\$46.990	12/01/2011	\$47.650
	06/01/2012	\$47.950	08/01/2012	\$48.300	12/01/2012	\$49.490
TUNNEL WORK - COMPRESSED AIR	06/01/2011	\$62.930	12/01/2011	\$64.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011	\$64.930	12/01/2011	\$66.180		
TUNNEL WORK - FREE AIR	06/01/2011	\$55.000	12/01/2011	\$56.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011	\$57.000	12/01/2011	\$58.250		
VAC-HAUL	06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070
	06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750
WAGON DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
WASTE WATER PUMP OPERATOR	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
WATER METER INSTALLER	03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
	09/01/2012	\$70.300	03/01/2013	\$71.550		

Additional Apprentices Information:

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

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

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

SECTION 00830B
ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

NOTICE - These are NOT the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking an official edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed through April 30, 2009. For laws enacted since that time, see the 2009 Session Laws.

Certain excerpts from the Massachusetts General Laws are applicable to Construction contracts. Attention is directed to the following Sections of Chapter 149 as amended.

Section 25. Lodging, board and trade of public employees; statute part of employment contract.

"Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, 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. This section shall be made a part of the contract for such employment."

Section 26. Public works; preference to veterans and citizens; wages.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. Public contracts; stipulation as to hours and days of work; void contracts.

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, 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 eight hours

in any one-day or more than forty-eight hours in any one week, or more than six-days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one-day, except as aforesaid..."

Section 34A. Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen-days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. Contracts for public works; wages for reserve police officer.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. Filing of bids; forms; modular buildings. Second paragraph of subdivision (2), clause E.

"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; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A."

For projects estimated to cost more than \$20,000, the following provision applies to sub-bidders:

Section 44F. Plans and specifications; sub-bids; form; contents. First paragraph of clause I of subdivision (2) of section 44F.

“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; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.”

Section 44J. Invitations to bid; notice; contents; violations; penalty.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefore shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specification of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids. Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district or municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 39F. Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit; reduction of disputed amounts.

"(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

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

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

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

subcontractor has substantially completed the subcontract work. Within ten-days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen-days after receipt of the demand by the awarding authority, but in no event prior to the seventieth-day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

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

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a

right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g), and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by

such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.”

Section 39G. Completion of public works; semi-final and final estimates; payments; extra work; disputed items.

"Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one-day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five-days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage for the undisputed

part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date hereinabove set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefore, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen-days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five-days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven-days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty-days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty-days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth-day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefore, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the

substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five-days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth-day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance."

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.'

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract."

Section 39I. Deviations from plans and specifications.

"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 engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefore; (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.

Whoever violates any provision of this section willfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. Public construction contracts; effect of decisions of contracting body or administrative board.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law."

Section 39K. Public building construction contracts; payments.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen-days (thirty-days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so

designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five-days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less, (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first-day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen-days (twenty-four-days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven-days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not

apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed sub trade and each sub-sub trade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such terminations shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. Public construction work by foreign corporations; restrictions and reports.

"The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, request 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 such 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 such 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."

Section 39M. Contracts for construction and materials; manner of awarding.

"(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

"(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified there under; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a

surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.”

Section 39N. Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions.

"Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Section 39O. Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim.

"Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen-days or more due to a failure of the awarding authority to act

within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

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

Section 39P. Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice.

"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty-days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty-days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made."

Section 39Q. Contracts for capital facility construction; contents; annual claims report.

"(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his/her designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim; the date of submission and of

disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document.”

Section 39R. Definitions; contract provisions; management and financial statements; enforcement.

“(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit," when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of

noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) Until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) If the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefore, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) If the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) If the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and

subsidiaries reasonably assures that:

(1) Transactions are executed in accordance with management's general and specific authorization;

(2) Transactions are recorded as necessary:

i. To permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. To maintain accountability for assets;

(3) Access to assets is permitted only in accordance with management's general or specific authorization; and

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

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he/she has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) Whether the representations of management in response to this paragraph, and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner for capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all

awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b)."

Section 39S. Contracts for construction; requirements.

"(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) That he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. (c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding."

Section 40. Discharge or release of bonds.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works

may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

Attention is directed to the following sections of Chapter 82 of the General Laws of Massachusetts as amended to date.

Section 40. Definitions.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"Company", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"Description of excavation location", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"Emergency", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"Excavation", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures, excluding excavation by tools manipulated only by human power for gardening purposes and use of blasting for quarrying purposes.

"Excavator", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Premark", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on non paved surfaces. No pre marking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Pre marking shall not be required of any continuous excavation that is over 500 feet in length.

"Safety zone", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"Standard color-coded markings", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white – pre mark of proposed excavation.

"System", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. Excavations; notice.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has pre marked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be pre marked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged."

Section 40B. Designation of location of underground facilities.

“Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible.”

Section 40C. Excavator’s responsibility to maintain designation markings; damage caused by excavator.

“After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.”

Section 40D. Local laws requiring excavation permits; public ways.

“Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A.”

Section 40E. Violations of Secs. 40A to 40E; punishment.

“Any person or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to pre mark for an excavation on such person's residential property.”

Attention is directed to the following sections of Chapter 30 of the Acts of 2009.

Section 33.

“Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, "public works" shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, "construction" shall have the meaning provided in the law.

For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice

requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.

END OF SECTION

ATTACHMENT C

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

ATTACHMENT D

CHANGE ORDERS

Policy:

This section supplements Article 12, Change of Contract Price, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order. **All Change orders, prior to execution, must have the approval of the City's Chief Procurement Officer and the City Auditor.**

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the

contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 11 in the Supplementary Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),

7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.
2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance: Bodily injury; excess umbrella; property damage; public liability

Blasters insurance: If applied to any required direct labor costs

Builders risk insurance: If applied to any required direct labor costs

Experience modification insurance: If applied to any required direct labor costs

Surcharges: If applied to any required direct labor costs

Following award and prior to execution of a construction contract, the Contractor and filed sub bidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current Equipment Watch, division of Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:
 - a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;
 - b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

- 5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

CHANGE ORDER
(Enter Project Name)
(Enter Location)

Sheet __ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Change Order (Continued)
(Enter Project Name)
(Enter Location)

Sheet ___ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ___ calendar days.

The extended completion date is _____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Chief Procurement Officer Date

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

By: _____ Date
Certification Officer (Auditor, Accountant, Treasurer)

Example Calculation Sheet

1. Labor

Foreman	10 hours @	\$10.00/hour	\$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	<u>168.00</u>

\$448.00.0
0

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of \$448.

*(used for example purposes only) \$ 134.00

3. Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$ 300.00
15 v.f. precast SMH	1,700.00
Freight (slip# enclosed)	<u>25.00</u>
	\$2,025.00

EXAMPLE

4. Equipment

1 Backhoe	10 hours @	\$ 80.00/hour	\$ 800.00
1 Truck-crane	10 hours @	100.00/hour	<u>1000.00</u>
			\$1800.00

TOTAL (items 1 through 4): \$4,407.00

5. (20%) markup for Overhead, Profit

(20%) of \$4,407 \$ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of \$4,407 \$ 331.00

7. Credits (deductibles) -\$323.00

TOTAL COST: \$5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION

SECTION 00890
PERMITS

1. General Requirements

- A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS.

<u>Permits by Owner</u>	<u>Status</u>
BWP AQ 06 Notification Prior to Construction or Demolition	*
Building Permit	*
Electrical Permit	*
Conservation Commission Order of Conditions	(Attached)
Trench Permit (520 CMR 14.00)	*

*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. The Owner will waive the permit application fee, if applicable.

- B. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.

2. Conservation Commission Orders

The Conservation Commission has under the authority of Massachusetts General Laws Chapter 131, Section 40, issued an Order of Conditions on the work under this contract. This Order is to become a part of the Contract Documents and the Contractor shall perform all work in strict conformance with said Order. A copy of this Order is attached to this section.

END OF SECTION

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and acting Secretary
(Secretary of Corporation)

_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)

duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)

following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

Certifies that:

1. It intends to use the following listed construction trades in the work under the contract:

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein; and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized
Representative of Contractor

END OF SECTION

Specifications

MAINTENANCE INCLUDES:

Machine: Worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

Motor: Windings, bearings, rotating element, commutators, brushes and brush holders.

Motor Generators: Windings, bearings, rotating element, commutators, brushes and brush holders.

Hydraulic: Pump Unit, valves and motors, jack unit except underground cylinders and piping.

Controller: Dispatching and power equipment, selectors, all relays, solid state components, computer components, transformers, chokes and filters.

Dispatching Equipment: All relays, resistors, contacts, coils, leads, fuses, transformer, timing devices and solid-state components, computer components, transformers, chokes and filters.

Selector: All electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

Governor: Sheave, bearings, shafts, contacts and governor jaws.

Hoistway Equipment: Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.

Structure Car Frame: Safeties, guide shoes.

Power Door Operator: Car and hoistway door hanger tracks and rollers, car opening protective devices, door auxiliary closer, door gibs and door interlocks.

Elevator Control Wiring: Located in the machine room, hoistway, car including the traveling cables.

Fixtures: Call and hall operating buttons, contacts and signal bulbs.

Furnish: Lubricants and Hydraulic Fluid.

Safety Devices: shall be periodically examined.

Wire Rope Cables: shall be renewed as often as necessary to maintain an adequate factor of safety. Contractor shall equalize the tension on all hoist cables.

Signal fixture and operating station cover plates or plastic inserts. Braille and tactile plates. Telephones or communication systems, Key mortise cylinders, instruction or warning signs in connection with the use of the equipment by passengers.

Electric power supplies for equipment operation including signals and lighting; power switches, circuit breakers, or fuses and feeders to the controllers. Emergency power systems, mainline shunt trips and emergency power transfer switches.

Hydraulic jack unit, buried or unexposed pipe or conduit.

Any periodic safety tests required by applicable laws or codes and inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities shall be included.

All Cleaning, adjustments, parts and repairs will be included in the service.

ESCALATORS ONLY:

Handrail: Handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices.

Steps: Step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.

Drive Unit: Drive bearings, tension sprocket and upper and lower newel bearings.

SERVICE PROVIDED:

Contractor shall examine, adjust, clean and lubricate the equipment as set forth above.

Prompt response to all emergency callbacks during regular working hours, Monday through Friday, except holidays recognized now and hereafter by the local elevator union.

Covered repairs will be performed only during regular working hours.

Contractor shall maintain for each unit a record of all examinations, callbacks and repairs.

OVERTIME CALLBACK SERVICE:

Callbacks outside of regular working hours will be billed at standard over time rates, including travel time and expenses.

PARTS INVENTORY AND LUBRICANTS

Contractor shall maintain a supply of frequently used replacement parts and lubricants required for routine maintenance. Replacement parts furnished under this Agreement will be original equipment manufactured or parts specifically selected by Contractor for use on this equipment. All replacement parts will be new.

OPERATIONAL CHARACTERISTICS

Contractor shall maintain optimal operational characteristics of the Owner's equipment including, door operation, car speed floor leveling, and ride quality as determined by the original equipment design, age of equipment and building use type.

PRORATIONS, EXCLUSIONS

If a Proration Exclusions Addendum is attached, the items listed on that Addendum show considerable wear and will have to be replaced or repaired in the near future. These items are subject to limited or no coverage as provided for in the Addendum.

THE OWNER OBLIGATIONS

It is agreed that Contractor do not assume possession or control of any part of the units, that such remains the Owner's solely as owner, operator, lessee or agent of the owner or lessee, and that Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation.

Owner will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F to 90 degree F range or otherwise as required by governmental authority.

Owner agrees to provide the Contractor unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. Owner agrees to provide a safe work place for Contractor's personnel and to remove any hazardous materials in accordance with applicable laws and regulations. Owner agrees to restrict access to the equipment to only Contractor's authorized personnel.

Owner agrees to provide Contractor with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, Owner, will immediately notify Contractor. In the event of an accident, Contractor shall be notified in within 24 hours of the incident. Until the problem is corrected, Owner agrees to remove the Unit from service and take all necessary precautions to prevent access or use of the Unit.

SPECIAL PROVISIONS- ATTACHMENT "B"

'GOVERNMENT REQUIRED SAFETY INSPECTIONS ADDENDUM

Contractor shall conduct when and to the extent required by governmental authorities a safety test in compliance with such authority. All testing shall be performed during regular working hours. Permit fees in effect for tests conducted during our normal working hours are included in this Agreement, as well as increases that may be occurring. Any changes in governmental authority testing requirements may result in a separate bill.

These specifications include a complete set of bid forms which are for the convenience of the bidder and are not to be submitted with the bid. Separate copies of the bid forms are furnished for submitting bids.

CITY OF WALTHAM, MASSACHUSETTS

BY ITS

Joseph Pedulla,
Chief Procurement Officer

Price Sheet

CITY OF WALTHAM, MASSACHUSETTS

PRICE SHEET

ELEVATOR MAINTENANCE

The undersigned bids to furnish Elevator Maintenance to the City of Waltham, in accordance with the terms, conditions and specifications contains in the bid documents, as follows:

In accordance with M.G.L., Chapter 149, the undersigned certifies that the bidder has filed all state tax returns and paid all state taxes required under law.

In accordance with M.G.L., Chapter 149, the undersigned certifies that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

THE FOLLOWING ITEMS ARE TO BE COMPLETED BY THE BIDDER:

ITEM No. 1: Preventative Maintenance As Described Within:

Total Fixed Price \$ _____/year

ITEM No. 2: Repairs As Described Within:

Labor: Monday-Friday, 8:00 AM to 5:00 PM

Estimated 200 hours @ \$ _____ per hour = \$ _____/year

Labor All Other Times (including legal holidays)

Estimated 20 hours @ \$ _____ per hour = \$ _____/year

Material: Actual Cost Plus _____ per cent X Estimated \$2000 = \$ _____/year

Total Bid: \$ _____

Offered Price Above Include:

A: Annual Test (Requires two (2) people)

B: State Inspection Fee